

## **DECEMBER 20, 2005 AGENDA REPORTS**

### **Agenda Item No. 9a**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1156

TO: Mayor and City Council Members

SUBJECT: Petition to pave 37th St. North, from Maize to 1,300' west of Maize (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On October 4, 2005, the City Council approved a Petition to pave 37th St. North, from Maize to 1,300 feet west of Maize. An attempt to award a contract within the budget set by the Petition was not successful. The developer has submitted a new Petition with an increased budget. The signatures on the new Petition represent 100% of the improvement district.

Analysis: The project will serve new residential and commercial developments located along 37th St. North, west of Maize.

Financial Considerations: The existing Petition totals \$81,000. The new Petition totals \$108,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

### **Agenda Item # 14a**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report # 05-1158

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Legacy Park Wilson Estates 2nd Addition (south of 21st Street North, west of Webb Road) (District II)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The landowners, Norris E-Enterprises, L.L.C. (Lot 7, Block 1, Legacy Park Wilson Estates 2nd Addition) and Retail Partners, L.L.C. (The east 212 feet of Lot 8, Block 1, Legacy Park Wilson Estates 2nd Addition) have submitted an Agreement to respread special assessments within these Parcels.

Analysis: The land was originally included in a number of improvement districts for several public improvement projects. The purpose of the Agreement is to respread special assessments to more fairly distribute the cost of the improvements.

Financial Considerations: There is no cost to the City.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

### **Agenda Item No. 14b**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1159

TO: Mayor and City Council

SUBJECT: Collateral Agreement with Legacy Bank

INITIATED BY: Department of Finance

AGENDA: Consent Agenda

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Recommendation: Approve the collateral agreement.

Background: State statutes require financial institutions that receive City deposits in excess of the Federal Deposit Insurance Corporation (FDIC) insurance limit to collateralize the deposit. Sound management practice dictates the collateral be placed in a third party financial institution where the depository cannot gain control of the securities. The City's investment policy requires a collateral agreement to be put in place to govern the handling of the securities and define the terms and conditions for replacing and changing title to the securities.

Analysis: Legacy Bank currently holds City of Wichita pooled funds in the form of certificate of deposits. The City investment policy requires a three party collateral agreement for collateral held in any institution other than the Federal Reserve Bank. Legacy Bank is using Bankers Bank of Kansas as a Depository. This agreement defines the terms between the City of Wichita, Legacy Bank and Bankers Bank of Kansas.

Financial Considerations: Time and demand deposits with local financial institutions are a viable investment for City idle funds. All financial institutions are required to offer rates of return competitive with other investments of similar maturities.

Legal Considerations: The Law Department has reviewed the collateral agreement and approved as to form.

Recommendations/Actions: It is recommended that the City Council approve the collateral agreement and authorize the Mayor to sign.

### **Agenda Item No. 14c**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1160

TO: Mayor and City Council

SUBJECT: Contract with the Greteman Group for Services in Creating the 21st Street International Marketplace District. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: City Council Consent

Recommendation: Approve the contract and authorize the appropriate signatures.

Background: On November 1, 2005, the City Council approved the selection of the Greteman Group to provide historic inventory, community outreach, marketing and architectural ‘place-making’ services necessary to create the International Marketplace District centered at 21st Street North and Market Street, and authorized staff to negotiate a not-to-exceed contract of \$300,000 to perform the work. The consultant will be using an extensive and creative community outreach process including bilingual translation services, to build consensus and stakeholder buy-in.

Analysis: A contract for professional services has been negotiated with the Greteman Group in the amount of \$295,000 to perform all historic inventory, marketing, architectural design and community outreach services required to successfully create the International Marketplace District.

Financial Considerations: Funding for this project has been identified in the recently approved 2005-2014 Capital Improvement Program. Council has already approved a home rule bonding ordinance for this project.

Legal Considerations: The contract has been reviewed and approved as to form by the Law Department.

Recommendations/Action: It is recommended that the City Council approve the contract with the Greteman Group and authorize the appropriate signatures.

### **Agenda Item No. 14d**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1161

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering and Staking in The Fairmont 3rd Addition (west of 127th Street East, north of 21st) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the paving improvements in The Fairmont 3rd Addition on December 7, 2004. On February 15, 2005 the City approved an Agreement with

Baughman Company, P.A. to design the improvements. The Design Agreement with Baughman requires Baughman to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and Baughman provides for construction engineering and staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$8,694 and will be paid by special assessments.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

#### SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED FEBRUARY 15, 2005

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated February 15, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in THE FAIRMONT 3RD ADDITION (west of 127th Street East, north of 21st).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING AND CONSTRUCTION ENGINEERING

(as per the City of Wichita Standard Construction Engineering Practices)

NORTH 127TH COURT EAST from the east line of The Fairmont 3rd Addition west to and including cul-de-sac (west of 127th Street East, north of 21st) (Project No. 472 84136).

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

472 84136	\$8,694.00
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C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carlos Mayans, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

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N. Brent Wooten, President

ATTEST:

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**Agenda Item No. 14e**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1162

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Sanitary Sewer and Water Improvements to serve an area generally East of Rock Road and South of 53rd Street North (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The 2002 Capital Improvement Program includes funding for extending water and sewer mains in response to growth and development. On September 5, 2002, the Staff Screening & Selection Committee selected MKEC Engineering Consultants, Inc. (MKEC) for designing sanitary sewer and water improvements to serve an area generally east of Rock Road and south of 53rd Street North. On November 5, 2002, the City entered into an Agreement with MKEC for designing the improvements for a fee of \$32,500.

Analysis: The design of the water line project along 53rd and Rock Road, was intended to start as per the original contract, however issues developed between the City of Wichita and the City of Bel Aire, which delayed the start of the project design. Several requests were made to the consultant to start the project, only to have to put the design on hold until issues could be resolved between the two Cities. Issues included annexation of lands, easements, alignments, and other items that added to delays and design costs. Redesign was made necessary due to Bel Aire's decision to construct underground facilities in the same area as the City of Wichita water line. For these reasons, the original design budget was not adequate to cover costs to move to final plans. The supplemental agreement is necessary to cover costs associated with the design of the water project.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$8,000, and will be paid by Revenue Bonds and Operating Revenues.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

#### SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED NOVEMBER 5, 2002

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

MKEC ENGINEERING CONSULTANTS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:



WHEREAS, there now exists a Contract (dated November 5, 2002) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the SANITARY SEWER & WATER IMPROVEMENTS TO SERVE AN AREA GENERALLY EAST OF ROCK ROAD AND SOUTH OF 53RD STREET NORTH (Project No. 448 89720).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

WATER DISTRIBUTION SYSTEM NO. 448 89720

(Additional design services because of annexation by the City of Bel Aire)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by \$8,000.00.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by \_\_\_\_\_;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

BY ACTION OF THE CITY COUNCIL

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Carlos Mayans, City Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

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(Name and Title)

ATTEST:

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**Agenda Item # 14f**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1163

TO: Mayor and City Council

SUBJECT: Intrust Bank's Electronic Wire Services Agreement

INITIATED BY: Finance Department

AGENDA: Consent

Recommendations: Approve the agreement.

Background: On January 21, 2003, the City Council appointed Intrust Bank as its designated depository bank

Analysis: Intrust Bank has recently expanded its Commercial Electronic Banking Services to include a wire service module. The electronic wire services module will allow staff to initiate

and verify wire transfers through the internet replacing the current telephone and fax initiated process.

Financial Considerations: There are no additional costs for this service.

Legal Considerations: The Department of Law has approved the agreement as to form.

Recommendation/Actions: It is recommended that the City Council approve the Electronic Wire Services Addendum to Intrust Bank's Commercial eBanking Agreement and authorize the Mayor to sign.

### **Agenda Item No. 15a**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1164

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Evergreen 5th Addition (south of 29th Street North, west of Maize) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the paving improvements in Evergreen 5th Addition on September 21, 2004.

Analysis: The proposed Agreement between the City and Professional Engineering Consultants, P.A. (PEC) provides for the design of bond financed improvements consisting of paving in Evergreen 5th Addition. Per Administrative Regulation 7a, staff recommends that PEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to PEC will be on a lump sum basis of \$29,300 and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

## AGREEMENT

for

## PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

## EVERGREEN 5TH ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

PARKDALE from the south line of Lot 20, Block 1, to the south right-of-way line of 29th Street North and on the Parkdale Courts (4) to and including the cul-de-sacs. Sidewalk to be constructed on the east side of Parkdale (south of 29th Street North, west of Maize) (Project No. 472 84103).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

### I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Evergreen 5th Addition and to perform the PROJECT tasks outlined in Exhibit A.

### II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's

Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

## II. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

### III. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 84103	\$29,300.00
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- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
  - 4. A major change in the scope of services for the PROJECT.  
If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

### IV. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that

CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

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Carlos Mayans, City Mayor

SEAL:

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:



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Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANT, P.A.

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(Name & Title)

ATTEST:

EXHIBIT "A"

#### SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

##### A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.

3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - a. Plan Development for the paving improvements by November 11, 2005.  
(Project No. 472 84103).

## **Agenda Item No. 15b**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1165

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Falcon Falls 2nd Addition (north of 45th Street North, west of Hillside) (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system improvements in Falcon Falls 2nd Addition on August 16, 2005.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water distribution system in Falcon Falls 2nd Addition. Per Administrative Regulation 7a, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$10,500 and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

FALCON FALLS 2ND ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90106 serving Lots 30 through 55, Block A; Lots 38 through 43, Block C; Lots 1 through 23, Block D, Falcon Falls 2nd Addition (north of 45th Street North, west of Hillside) (Project No. 448 90106).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Falcon Falls 2nd Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory

Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

### IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90106                      \$10,500.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
  - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

---

Carlos Mayans, Mayor

SEAL:

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

---

(Name & Title)

ATTEST:

---

“EXHIBIT “A

#### SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY’S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the



City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.

3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - a. Plan Development for the water improvements by December 19, 2005. (Project No. 448 90106).

### **Agenda Item No. 15c**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1166

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Krug North 2nd Addition (north of 21st, west of 143rd Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system, sanitary sewer and paving improvements in Krug North 2nd Addition on August 2, 2005.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water distribution system, sanitary sewer and paving in Krug North 2nd Addition. Per Administrative Regulation 7a, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$52,600 and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

KRUG NORTH 2ND ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90095 serving Lots 26 through 29, Block A; Lots 14 through 42, Block C; Lots 1 through 18, Block D, Krug North 2nd Addition (north of 21st, west of 143rd Street East) (Project No. 448 90095).

LATERAL 378, FOUR MILE CREEK SEWER serving Lots 18 through 29, Block A; Lots 28 through 48, Block C; Lots 1 through 18, Block D, Krug North 2nd Addition (north of 21st, west of 143rd Street East) (Project No. 468 84054).

CASTLE ROCK and 24TH STREET NORTH from the north line of Lot 30, Block A, to the east line of Mainsgate; on SPRING HOLLOW STREET from the west line of Castle Rock, north to the south line of Mainsgate; on MAINSGATE and MAINSGATE CIRCLE from 24th Street North to and including the cul-de-sac and that sidewalk be constructed along one side of Castle Rock, Mainsgate, 24th Street North, and Spring Hollow Street (north of 21st, west of 143rd Street East) (Project No. 472 84249).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Krug North 2nd Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90095	\$ 9,900.00
Project No. 468 84054	\$15,800.00
Project No. 472 84249	\$26,900.00
TOTAL	\$52,600.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  2. Additional design services not covered by the scope of this agreement.
  3. Construction staking, material testing, inspection and administration related to the PROJECT.
  4. A major change in the scope of services for the PROJECT.  
If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.
- V. THE PARTIES HERETO MUTUALLY AGREE:
- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
  - B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
  - C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
  - D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.
  - E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
  - F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carlos Mayans, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_  
“EXHIBT “A

#### SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility



agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - a. Plan Development for the water improvements by January 23, 2006.  
(Project No. 448 90095).
  - b. Plan Development for the sewer improvements by January 23, 2006.  
(Project No. 468 84054).
  - c. Plan Development for the paving improvements by February 27, 2006.  
(Project No. 472 84249).

### **Agenda Item No. 15d**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1167

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Rivendale Addition (north of 55th Street South, west of Hydraulic) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system, storm water drainage and paving improvements in Rivendale Addition on October 21, 2003.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water distribution system, storm water drainage and paving in Rivendale Addition. Per Administrative Regulation 7a, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$44,800 and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

## AGREEMENT

for

## PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

RIVENDALE ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 89888 serving Lots 19 through 24, Block A; Lots 26 through 48, Block B; Lots 20 through 25, Block C; Lots 7 through 10, Block E; Lots 20 through 23, Block E; Lots 6 through 9, Block F, Rivendale Addition (north of 55th Street South, west of Hydraulic) (Project No. 448 89888).

STORM WATER DRAIN NO. 268 serving Lots 1 through 25, Block B; Lots 26 through 49, Block C; Lots 1 through 20, Block D; Lots 11 through 19, Block E, Rivendale Addition (north of 55th Street South, west of Hydraulic) (Project No. 468 84015).

MONA CIRCLE from Pattie west to and including the cul-de-sac, on PATTIE COURT from Pattie west to and including the cul-de-sac, on VICTORIA COURT from Victoria east to and including the cul-de-sac, to serve Lots 20 through 25, Block C. MONA from the north line of

Mona Circle, east to the west line of Lot 18, Block A, on PATTIE from the south line of Lot 26, Block B, north to the north line of Mona Circle, on VICTORIA from the south line of Lot 10, Block E, south to Lot 6, Block E. Sidewalk constructed along one side of Mona, Pattie, and Victoria (north of 55th Street South, east of Hydraulic) (Project No. 472 83867).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Rivendale Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under

this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

#### IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 89888	\$ 8,000.00
Project No. 468 84015	\$13,200.00
Project No. 472 83867	\$23,600.00
TOTAL	\$44,800.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
  - 4. A major change in the scope of services for the PROJECT.If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

#### V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carlos Mayans, Mayor

SEAL:

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law  
BAUGHMAN COMPANY, P.A.

\_\_\_\_\_  
(Name & Title)

ATTEST:

---

“EXHIBIT “A

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY’S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER’S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT’s plans and proposed special provisions shall address the requirements included in the City’s Administrative Regulations 78, “Cleanup, Restoration or Replacement Following Construction.” Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 ½”), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the

- final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
  6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
  7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
  8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
  9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
    - a. Plan Development for the water improvements by December 19, 2005 (Project No. 448 89888).
    - b. Plan Development for the sewer improvements by December 19, 2005 (Project No. 468 84015).
    - c. Plan Development for the paving improvements by January 30, 2006 (Project No. 472 83867).

### **Agenda Item No. 15e**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1168

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for the Rehabilitation of Storm Water Pump Stations No. 2 & No. 4. (Districts 5 & 6)

INITIATED BY: Department of Public Works



## AGENDA: Consent

Recommendation: Approve the Agreement.

Background: Pump Station No. 2 was constructed in 1977 and includes 4 storm water pumps and 1 sump pump. The drainage area for this station includes retail and commercial areas along West Street, including Towne West Mall. The pumps have been rehabilitated, but the pump station itself must be evaluated to ensure a future 20-year life expectancy of this Station. Many of the mechanical and electrical systems are outdated and must be replaced to be fully compatible with new pumps and new data systems as they are added.

Pump Station No. 4 was constructed in 1984 and includes 2 storm water pumps and 1 sump pump. The drainage area for this station includes development along Zoo Boulevard east of Interstate 235. These pumps have also been rehabilitated and the same considerations will be made for existing equipment as for Pump Station No. 2. Pump Station No. 4 is also in need of a SCADA (Supervisory Control And Data Acquisition) system that can report to our ALERT system and be incorporated into the City's current monitoring system. Both Stations require generators and added security measures against theft and vandals. The proposed Pre-Design phase will be to evaluate needed improvements at each station, estimate costs for each needed improvement and assist City staff in prioritizing and selecting improvements for inclusion in design.

The proposed Design phase will include the development of final plans and specifications. The proposed construction phase will include engineering services for the bidding and construction of this project. Funding was approved by the City Council for this project on November 2, 2004.

Analysis: The proposed Agreement between the City and Professional Engineering Consultants, P.A. provides for Pre-Design Services, Design Services and Construction Phase Services. The Staff Screening and Selection Committee selected Professional Engineering Consultants for the design on September 23, 2005.

Financial Considerations: Payment to Professional Engineering Consultants will be on a lump sum basis of \$56,000, and will be paid for by the Storm Water Utility operating budget.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

## AGREEMENT

for

## PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

STORM WATER PUMP STATIONS No. 2 & No. 4

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to rehabilitate;

PUMP STATION NO. 2 located at 5305 W Maple (northwest of the intersection of Kellogg and I-235).

PUMP STATION NO. 4 located at 1461 N Smith Ct. (south of I-235 and Zoo Boulevard).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements to Pump Stations No. 2 & No. 4 and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory

Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under

this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

### IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Pre-Design Services	\$12,000
Design Services	\$35,000
Construction Phase Services	\$9,000
TOTAL	\$56,000

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  2. Additional design services not covered by the scope of this agreement.
  3. Construction staking, material testing, and inspection related to the PROJECT.
  4. A major change in the scope of services for the PROJECT.  
If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public

or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carlos Mayans, City Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANT, P.A.

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_  
EXHIBIT "A"  
SCOPE OF SERVICES

STORM WATER PUMP STATIONS NO. 2 AND NO. 4  
DESIGN AND CONSTRUCTION ENGINEERING SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

- A. PHASE I – DOCUMENTATION OF NEEDED IMPROVEMENTS, REPAIRS, AND MODIFICATIONS – PRE DESIGN SERVICES

The ENGINEER will address the following aspects of Pump Stations No. 2 and No. 4 in this phase of the PROJECT:

1. Pump Station Investigation and Documentation of Needed Improvements: The ENGINEER will investigate Pump Stations No. 2 and No. 4 to determine needed improvements, repairs and modification such that the stations can be expected to provide normal service for the next 20 years. Specific tasks that will be performed for each station are as follows:
  - a. Perform hydraulic calculation for the pumping equipment if necessary; the pumps will be constant speed.
  - b. Evaluate the condition of existing electrical and mechanical equipment and lighting at each pump station with respect to suitability for continued, long term service, and for the motor sizes determined from item above.
  - c. Determine provisions that will be necessary to facilitate installation of a standby generator and related equipment for each station.
  - d. Provide findings and opinions of probable construction costs for items to be included in the improvements to the pump stations. The documentation will include data collected, data analyses and modifications needed to existing facilities for incorporation of the improvement items. The items that will be considered will include, but not be limited to, the following:
    - 1) The items identified from the above activities
    - 2) Replacement of the Motor Control Center at Station No. 2.
    - 3) A Motor Control Center at Station No. 4.
    - 4) An electric hoist for the sump pump at Station No. 4
    - 5) Installation of a rain gauge and ALERT system for Station No. 4
    - 6) Repair of the valve enclosure for Pump Station No. 4, if necessary.
    - 7) Installation of a SCADA system for Pump Station No. 4.
    - 8) Replacement of the door for Pump Station No. 4.
    - 9) Replacement of the inlet grate for the pipe from the retention pond at Pump Station No. 4.
    - 10) Intrusion alarm at Pump Station No.4.
    - 11) Replace the air operated pipe vents in Station #2 with static pipe vents in the air release vault such that the compressed air equipment is no longer needed.
    - 12) Replace the existing exhaust fan in Station #2.
    - 13) Repaint the floor of Station #2.
    - 14) Seal the walls of Station #2 to curtail the leaching lime.
    - 15) Add a HVAC system to both stations.
    - 16) Demolish the monorail over the Wetwell of Station #4.
    - 17) Repair the enclosure of the discharge valves and replace the related door at Station #4.
    - 18) Inspect the gate valves at Station #4 and repair or replace as needed.

The information will be reviewed and discussed with the CITY and will be revised if necessary to obtain approval of the CITY before proceeding to design.

2. Project Milestones: The ENGINEER agrees to complete and deliver information to the CITY within the time allotted for the PROJECT as stipulated below. EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions by the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER:
  - a. Within 60 days after Notice to Proceed by the CITY.

**B. PHASE II – PLAN & SPECIFICATION DEVELOPMENT – DESIGN SERVICES**

The ENGINEER will prepare Final Plans and Specifications for the PROJECT as follows:

1.Purpose: The Final Plans and Specifications for the PROJECT will be prepared for the purpose of bidding and construction of the improvements, repairs and modifications documented in Phase 1. Priority items will be included in the base bid with the remainder of the items shown as add alternates.

2. Prepare engineering plans, plan quantities and supplemental specifications as required: The PROJECT’S plans and proposed special provisions shall address the requirements included in the City’s Administrative Regulations 78, “Cleanup, Restoration or Replacement Following Construction.” Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via CD-ROM or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format. Original tracings of the Final approved plans must be delivered to the CITY for their use in printing plans for prospective bidders.

3. Format: The Final Plans and Specifications will be prepared in the format stipulated by the CITY and will be based on use of City of Wichita Standard Specifications where applicable.

4. Project Milestones: The ENGINEER agrees to complete and deliver the Final Plans and Specifications to the CITY within the time allotted for the PROJECT as stipulated below, EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER:

- a. Field Check Plans within 45 days after Notice to Proceed with design by CITY.



b. Final Plans and all related documents within 30 days after CITY approval of Field Check Plans.

C. PHASE III – BIDDING, CONSTRUCTION ADMINISTRATION – CONSTRUCTION PHASE SERVICES

The ENGINEER will provide engineering services for bidding and construction of the PROJECT as follows:

1. Bidding: Provide originals of the Final approved plans and specifications to the CITY for their use in printing plans for prospective bidders. Conduct a pre-bid conference, answer bidder questions and prepare addenda as necessary.
2. Construction Administration: Assist CITY in preparation of construction contract with successful bidder, conduct pre-construction conference, review compliance submittals, review contractor pay estimates, prepare final drawings that reflect construction records and assist CITY in closeout of construction contract.
3. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER. Completion of all work required by this agreement (including submittal of final approved plan tracings, field notes, and related PROJECT documents within 60 days after Notice to Proceed by the CITY.

**Agenda Item No. 16a**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1169

TO: Mayor and City Council Members

SUBJECT: Change Order: Storm Water Drain in Avalon Park Addition (north of 37th St. North, east of Maize) (District V)

INITIATED BY: Department of Public Works  
AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On July 26, 2005, the City Council approved a contract with Pearson Excavation, Inc. for drainage improvements in Avalon Park Addition. A part of the work is the construction of sealed detention ponds. Conditions encountered at the site prove more favorable to the construction of ponds filled by groundwater. Additional excavation is needed to increase the pond depth to prevent algae bloom and maintain a healthy, sustainable pond. In addition, a concrete headwall needs to be constructed to control the pool level of an adjacent, existing pond.

Analysis: A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The cost of the additional work is \$16,657, with the total paid by special assessments. The original contract amount is \$276,321. This Change Order represents 6.03% of the original contract amount.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

November 24, 2004  
PUBLIC WORKS-ENGINEERING CHANGE ORDER

To: Nowak Construction Co., Inc. Project: Lateral 91, Main 1, Southwest Interceptor Sewer to serve Hidden Glen Addition

Change Order No.: 1 Project No.: 468-83484

Purchase Order No.: 401004 OCA No.: 744064

CHARGE TO OCA No.: 744064 - \$16,500.00 PPN: 480752

620421 - \$10,000.00

706877 - \$8,500.00

Please perform the following extra work at a cost not to exceed \$35,000.00

ADD:

Replace defective stub	1 LS	@	35,000.00	=	35,000.00
TOTAL					\$35,000.00

Recommended By: Approved:

\_\_\_\_\_  
Lawrence Schaller, P.E.  
Construction Engineer

\_\_\_\_\_  
Date James Armour, P.E. Date  
City Engineer

Approved:

\_\_\_\_\_  
Contractor      Date  
Chris Carrier, P.E.  
Director of Public Works

Approved as to Form: By Order of the City Council:

\_\_\_\_\_  
Gary Rebenstorf      Date  
Director of Law

\_\_\_\_\_  
Carlos Mayans      Date  
Mayor

Attest: \_\_\_\_\_  
City Clerk

### **Agenda Item No. 17a**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1170

TO: Mayor and City Council Members

SUBJECT: Acquisition of Easement for Water Distribution System for new Goddard school located north of Kellogg, east of 167th Street East (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Acquisition.

Background: The City Council adopted a Resolution on March 22, 2004 declaring it necessary to provide water service to a new Goddard school building located north of Kellogg, east of 167th Street East. The pipeline has been designed to additionally serve future development outside the improvement district. Fulfillment of this Resolution requires an easement over two tracts located on the north side of Maple Street, east of 162nd Street.

Analysis: A negotiated settlement of \$10,000 has been accepted by the property owners in exchange for a 46,652 sq. ft. water line easement over the two tracts.

Financial Considerations: A budget of \$10,000 is requested. The funding source will be by special assessments and by Water Utility funds.

Legal Considerations: The Law Department has approved the Water Line Easement as to form.

Recommendation/Action: It is recommended that the City Council approve the budget and the easement; authorize all necessary signatures.

## **Agenda Item 18**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1171

TO: Mayor and Members of the City Council

SUBJECT: Wichita Biz Loan Program Section 108 Note Payment

INITIATED BY: Housing & Community Services

AGENDA: Consent

Recommendation: Authorize the prepayment of the U.S. Housing and Urban Development (HUD) Section 108 Note.

Background: The Wichita Biz Loan was established to create a \$3 million loan pool funded by the Section 108 Loan Guarantee Program. This program was initiated with HUD's award of \$1 million in Economic Development Initiative (EDI) funds in November 1998. This award was subject to the City's submission of a \$3 million Section 108 Loan Guarantee application, which was submitted and approved in 1999. The EDI grant provided funds for a loan loss reserve, 3 years of interest payments for each loan and technical assistance. The HUD Section 108 Guarantee Loan Program provided funding for low-interest loans to businesses locating in the Neighborhood Revitalization Area.

The HUD Section 108 Loan Guarantee Loan Program enabled the City to borrow \$3 million, guaranteed by the City's future CDBG allocations, for the Wichita Biz Loan program. The Wichita Biz Loan program was the first of its kind, using an established HUD program. After several delays caused by regulatory complications, the City executed a contract with HUD in 2003. By that time, the Wichita economy collapsed and interest rates fell to record low levels. Commercial bank loans became more attractive and easier to obtain, than the regulation-laden Section 108 loan. However, the first loan was closed in 2004; a total of four loans have been made. The Wichita Biz Loan has provided \$633,156 in loans, leveraging \$1,352,884 in private investment.

<b>Company</b>	<b>Bank Participation</b>	<b>Section 108 Funds</b>	
Newmark Communications	INTRUST \$580,000	\$280,000	Funded
Transtecs Corporation	INTRUST \$435,500	\$214,500	Funded
Preferred Personnel	INTRUST \$60,000	\$30,000	Funded
Power CDC Grocery Store	Commercial Federal \$217,344	\$108,656	Funded

Analysis: The term of the \$3 million HUD note began in February 2003 and ends in January 2022. The HUD contract requires the City to disburse all of the Section 108 Loan funds prior to September 30, 2006. The Wichita Biz Loan program is structured to provide a one-year moratorium on principal and a three-year moratorium on interest to borrowers. As a result of this element of the structure of the Biz Loan program, any substantial loan made between now and the deadline of September 30, 2006, will not provide enough revenue to meet the City's financial obligations to the HUD note.

Authorizing the full payment of the \$ 3 million HUD note, the City will be relieved from all Section 108 obligations and the City's CDBG program will be not be subject to any future liability. This action will end the Wichita Biz Loan program; no new loans would be possible.

Financial Considerations: Currently, the HUD Section 108 Guarantee Loan program has a balance of \$2,366,844. The remaining balance from the \$1 million EDI grant is \$882,427. All Federal funds have been drawn and are currently held in City accounts. The amount of funds collected from outstanding loan payments is approximately \$127,500.

Pre-payment of the HUD Section 108 Note would be made using the balance of the HUD Section 108 Guarantee Loan funds, monies collected from loan payments to date and funds from the EDI grant.

Upon prepayment of the HUD Section 108 Note, any remaining balance of the EDI grant and all future funds collected from loan payments will become program income under the City's CDBG program, and available for programming in CDBG-eligible activities.

Legal Considerations: The City's Section 108 Note is currently in the interim stage at a variable rate. The City has the option to prepay the \$3 million note.

Recommendation/Action: It is recommended that the City Council approve the prepayment of the HUD Section 108 Note.

### **Agenda Item No.19**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1172

TO: Mayor and City Council

SUBJECT: Abatement of Dangerous & Unsafe Structures (Districts I, II, III, IV & VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessments and ordinance.

Background: The Office of Central Inspection (OCI) supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or secure private property that is in violation of Housing and Building Code standards, after proper notification of the responsible party/parties. A private contractor performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and OCI is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Statements of Charges will be mailed to the property owners on January 13, 2006. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the February 2006 bonds sale. The principal and interest will then be spread for 1-year and placed on the 2006 tax roll.

Legal Considerations: The assessments are in accordance with City Code 18.16.070, 18.16.080 and 18.16.090.

Recommendations/Actions: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Property List – Special Assessments Office of Central Inspection District #

215 North Millwood #10	demolition (condemnation)	\$1,576.40	IV
1452 North Estelle	demolition (condemnation)	\$5,654.63	I
1438 North Estelle	demolition (condemnation)	\$4,959.04	I
422 West Skinner	demolition (condemnation)	\$9,745.04	III
219 N. Elizabeth	(garage) demolition (condemnation)	\$1,402.00	IV
1511 N. Hydraulic	(garage) demolition (condemnation)	\$1,556.00	I
2361 North Poplar	demolition (condemnation)	\$5,643.00	I
1815 South Exchange	demolition (condemnation)	\$4,321.73	III
536 South All Hallows	demolition (condemnation)	\$4,562.84	IV

2215 North Minneapolis	emergency board-up	\$75.65 I
2316 North Green	emergency board-up	\$101.72 I
2843 East Stadium	emergency board-up	\$99.69 I
1612 North Kansas	emergency board-up	\$98.87 I
3147 & 3151 North Market	emergency board-up	\$102.07 VI
2232 N. Woodland	emergency board-up	\$213.15 VI
1802 S. Broadway	emergency board-up	\$1,175.30 III
3242 N. Brookfield	emergency board-up	\$168.15 I
640 N. Old Manor	demolition (condemnation)	\$9,355.11 I
1423 West Burton	demolition (condemnation)	\$3,599.58 IV
640 N. Old Manor	(demolition) additional cost for utility disconnect	\$305.23 I
3100 North Park Place	(rear) demolition (condemnation)	\$7,619.80 VI
621 South Bleckley	emergency board-up	\$98.92 III
1451 North Broadview	emergency board-up	\$25.00 I
1725 North Glendale	emergency board-up	\$97.05 I
1450 North Green	emergency board-up	\$132.15 I
1718 North Green	emergency board-up	\$99.64 I
2316 North Green	emergency board-up	\$61.62 I
1612 North Kansas	emergency board-up	\$70.15 I
1716-20 North Minnesota	emergency board-up	\$246.74 I
2444 North Minnesota	emergency board-up	\$153.26 I
2446 North Minnesota	emergency board-up	\$96.51 I
427 North Oliver	emergency board-up	\$58.62 II
1456 North Piatt	emergency board-up	\$224.25 I
2843 East Stadium	emergency board-up	\$58.26 I
406 North Terrace	emergency board-up	\$41.65 II
1707 North Spruce	demolition (condemnation)	\$6,485.75 I
1416 North Lorraine	demolition (condemnation)	\$9,799.55 I
TOTAL		\$80,084.12

S-76440

6 Affidavits

Published in the Wichita Eagle on January 13, 2006

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (BUILDING CONDEMNATION) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF

WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year 2006 and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 10th day of January 2006.

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Carlos Mayans, Mayor

ATTEST:

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Karen Sublett, City Clerk

(SEAL)

Approved as to form

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Gary E. Rebenstorf, Director of Law

### **Agenda Item No. 20**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1173

TO: Mayor and City Council Members

SUBJECT: Contract Services for TriState/Harcros Soils Excavation of Soils (Districts 3)



INITIATED BY: Department of Environmental Services

AGENDA: Consent

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Recommendation: Approve the Contract.

Background: Excavation of impacted soils is required as part of a limited remediation project for certain areas near 724 East Osie and 1647 South Mead. The listed properties are two identified source areas within the Gilbert and Mosley remediation project area. Through source investigation (sampling and analysis) by the City and the Kansas Department of Health and Environment (KDHE), it was determined that elevated levels of solvents were present in the soils in close proximity to these two sites. Areas of excavation will include limited areas of some residential yards. Contract services will be needed to prepare a site work plan, remove contaminated soils, fully restore the areas with appropriate fill material, topsoil, and like plant cover, as well as prepare closure reports for approval by the City of Wichita and the Kansas Department of Health and Environment.

Analysis: In accordance with Administrative Regulation 1.2, Contracting for Professional Services, request for proposals were mailed to qualified firms on November 21, 2005. Three firms responded as follows: Camp, Dresser, & McKee (CDM); Burns and McDonnell, and Integrated Solutions (ISI), Inc. On December 5, 2005, the Staff Screening and Selection Committee, which was comprised of City representatives, convened to review the proposals and to listen to telephone presentations of the three firms that responded. The committee selected the firm of Burns and McDonnell.

Financial Considerations: The cost of the project is to be funded through the Gilbert and Mosley TIF (Tax Increment Finance District) fund and is not expected to exceed \$250,000 including contingencies. ES staff is expecting the overall cost to be much less.

Legal Considerations: The Law Department has approved the Contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the Contract and authorize the necessary signatures.

**Agenda Item No. 21**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1174

TO: Mayor and Members of the City Council

SUBJECT: General Obligation Temporary Notes

INITIATED BY: Finance Department

AGENDA: Consent

Recommendation: Adopt the Note Resolution and Ordinance.

Background: The City will offer for sale one series of general obligation temporary notes totaling \$56,370,000 (Series 215) on January 10, 2006. The City also needs to issue a note for Series 216 in the amount of \$5,928,000.

Analysis: The proceeds of the Series 216 Temporary Notes will be used to provide interim financing for a City-at-large project.

Financial Considerations: The City will purchase the investment at a rate of 3.75%. The Series 216 Temporary Notes will be dated February 9, 2006 and will mature March 9, 2006. The Note will be retired using cash from the Debt Service Fund.

Legal Considerations: The Law Department has approved the authorizing resolution and Ordinance which have been prepared by Bond Counsel.

Recommendation/Action: It is recommended that the City Council adopt the Note Resolution and Ordinance, and authorize the publication thereof.

## **Agenda Item No. 22**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1175

TO: Mayor and City Council

SUBJECT: North Area Sanitary Sewer (District V)  
INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the project expenditures for the North Area Sanitary Sewer and modify the Sewer Capital Improvement Program.

Background: On September 14, 2004, the City Council approved a petition in the amount of \$2,750,000 to provide main sanitary sewer service to three properties being developed in an area along North Meridian, roughly between 51st Street North and 61st Street North. The project was to provide sewer service to the plats being developed and would also provide access to main sewer for a portion of the basin that utilizes septic systems.

The Department of Environmental Health identified several properties where the septic systems were failing, and anticipated that lateral service could be extended into parts of the area from the proposed main sewer. The petition, however, only included a portion of the already developed area that could be served.

Analysis: Development of the area west of Meridian, from 53rd Street North to 61st Street North, is anticipated to continue, and septic systems in the developed portions of the basin will continue to fail. Based on this reality, the Water & Sewer Department, including the design consultant, determined that a regional approach would be required to efficiently provide service to the drainage basin. The regional approach will result in reduced long-term costs for providing sewer service to the area citizens, and reduced operating costs for the Sewer Utility.

The regional project to serve the drainage basin will include the construction of a regional pump station and the extension of approximately 9,000 feet of main sewers. By comparison, the original project would have required two small lift stations, several thousand feet of force main and gravity sewer to serve approximately 300 acres at a cost of \$2,750,000 or roughly \$9,200 per acre. The regional approach will serve 2,600 acres at an estimated cost of \$9,100,000 or roughly \$3,500 per acre.

As capacity allows, the regional pump station will utilize existing force mains to carry current and future basin flows to an existing interceptor sewer in Arkansas Avenue. In the future, the regional pump station will be used to pump flows from the basin to the proposed future treatment facility near Hoover and 53rd Street. By constructing the regional pump station now, future costs will be reduced for the proposed treatment facility project.

Financial Considerations: Construction of the sanitary sewer system is estimated to cost \$9,100,000 with \$3,031,935 currently allocated. To avoid increasing the total CIP budget, Staff recommends transferring the following amounts to the North Area Sanitary Sewer project:

S-5 remaining 2005 funds	\$ 495,000
War Industries Sewer, Phases 1-3 remaining funds	1,475,831

Staff recommends the following modifications in the 2006 CIP budget:

Transfer from Sewer Rehabilitation and Relocation	2,097,234
Transfer from Sewer Mains for Future Development	2,000,000

Currently allocated	<u>3,031,935</u>
	\$9,100,000

Transferring these amounts will limit the amount of sewer rehabilitation that can be done in 2006, and construction of other mains for future development.

Legal Considerations: The Law Department has approved the Resolutions as to form.

Recommendations/Actions: It is recommended that the City Council: 1) approve the expenditures; 2) amend the CIP; 3) adopt the Resolution; and 4) authorize the necessary signatures.

#### RESOLUTION NO. 05-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$9.1 MILLION EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility" (herein sometimes referred to as the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., ( the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, the construction of the North Area Sanitary Sewer (the "Project"). The total cost of the Project, exclusive of the cost of interest on borrowed money, is estimated to be \$9.1 million. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed nine million one hundred thousand dollars (\$9,100,000) exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on \_\_\_\_\_, 2005.

(Seal) \_\_\_\_\_  
CARLOS MAYANS, Mayor

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
GARY E. REBENSTORF, Director of Law  
OCA: 622083

(Published in the Wichita Eagle, on \_\_\_\_\_, 2005.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL

AMOUNT WHICH SHALL NOT EXCEED \$9.1 MILLION, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 05-\_\_\_\_\_, duly adopted \_\_\_\_\_, 2005, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water & Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, construction of the North Area sanitary sewers (called the "Project"). The total costs of the Project are estimated to be nine million one hundred thousand dollars (\$9,100,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$9.1 million, under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within Fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on \_\_\_\_\_, 2005.  
/s/ CARLOS MAYANS, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

### **Agenda Item No. 23**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1176

TO: Mayor and City Council

SUBJECT: Reconstruction and/or Rehabilitation of Sanitary Sewers

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the project expenditure for Reconstruction and/or Rehabilitation of Sanitary Sewers.

Analysis: The Sewer Maintenance Division of the Water & Sewer Department maintains the sanitary sewer system. Preventive maintenance includes the use of closed circuit cameras in evaluating the old sewer lines. Sewer lines that are in the poorest condition are scheduled for reconstruction or rehabilitation. The reconstruction and rehabilitation of sanitary sewers helps to eliminate stoppages, backups, failures, and reduces inflow and infiltration into the system. Maintenance costs are reduced, as well as inconvenience to customers.

Financial Considerations: Capital Improvement Program, Reconstruction and/or Rehabilitation of Sanitary Sewers (CIP S-4) has a budget of \$4.4 million for 2006 which will be funded from future revenue bonds and/or Sewer Utility cash reserves. In a separate agenda item, Staff recommends using \$2,097,234 of the \$4.4 million as part of the funding for the North Area Sanitary Sewer project. The revised 2006 budget for CIP S-4 would be \$2,302,766.

Legal Considerations: The Resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the project expenditures for 2006; 2) adopt the Resolution; and 3) authorize the necessary signatures.

### **Agenda Item No. 24**

City of Wichita  
City Council Meeting

December 20, 2005

Agenda Report No. 05-1177

TO: Mayor and City Council Members

SUBJECT: Surplus of Property located at 1755 North Grove (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

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Recommendation: Declare the property surplus and approve for sale.

Background: The property under consideration is located on the Southwest corner of North Grove and 17th Street. It is legally described as Lots 1-3 and Lot 5, Grove Street Logan Addition. This Fire Department property was built in 1949 and added onto in 1983 as the location of Old Fire Station #10. Most recently, the Fire Department has vacated the property and the under ground tanks have been removed. This two-story building is 4,410 square feet, brick construction and sits on an 9,583 square foot site. The Zoning is Limited Commercial.

Analysis: All City departments and local government entities have been notified and have shown no interest in the property.

Financial Considerations: The City will receive cash consideration for the sale of the property. The surplus and sale of this property to a private party will place additional value into the tax base.

Legal Considerations: None

Recommendations/Actions: Declare the property as surplus and designate it as available for sale to the general public.

### **Agenda Item No. 25**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1178

TO: Mayor and City Council



SUBJECT: 36-inch Water Main in Douglas from Hoover to Maple (District V)

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the project expenditure and transfer the project from the 2007 CIP to the 2006 CIP.

Background: The 1999 Water Master Plan identified potential water pressure problems in portions of the west Wichita water distribution system and growth areas in west Sedgwick County, as identified by the Metropolitan Area Planning Department.

Analysis: The City Council approved a Water Master Plan Update on April 8, 2003. In the process of updating the water distribution water model and analyzing the water distribution system, including the latest growth predictions by MAPD, the Master Plan recommended a 36-inch water main to be located in Douglas from Hoover to Maple.

Due to a Public Works project to reconstruct the Douglas Avenue and West Street intersection in 2007, the 36-inch water main must be constructed through this area prior to April of 2007. It is necessary to transfer this project to the current CIP year and to begin design and construction immediately.

Financial Considerations: Construction of a 36-inch Water Line in Douglas from Hoover to Maple (CIP W-1192) is included in the current CIP for expenditures in 2007. The budget for the project is \$1.1 million and will be funded from Water Utility revenues and reserves, and/or a future revenue bond issue.

Legal Considerations: The Law Department has approved the Resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the expenditure, adopt the Resolution, and authorize the necessary signatures.

RESOLUTION NO. 05-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$1.1 MILLION EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility" (herein sometimes referred to as the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., ( the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, construction of a 36" water in line Douglas from Hoover to Maple (W-1192) (the "Project"). The total costs of the Project are estimated to be \$1.1 million (\$1,100,000) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed one million one hundred thousand dollars (\$1,100,000) exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special

election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on \_\_\_\_\_, 2005.

(Seal) \_\_\_\_\_  
CARLOS MAYANS, Mayor

ATTEST:  
\_\_\_\_\_  
KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
GARY E. REBENSTORF, Director of Law

OCA: 633781

(Published in the Wichita Eagle, on \_\_\_\_\_, 2005.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$1.1 MILLION, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 05-\_\_\_\_\_, duly adopted \_\_\_\_\_, 2005, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water & Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, construction of a 36" water line on Douglas from Hoover to Maple (W-1192) (called the "Project"). The total costs of the Project are estimated to be one million one hundred thousand dollars (\$1,100,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$1.1 million under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within Fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on \_\_\_\_\_, 2005.

/s/ CARLOS MAYANS, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

### **Agenda Item 26**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1179

TO: Mayor and City Council

SUBJECT: Purchase Option (Prestige Engraving Company, Inc.) (District IV)

INITIATED BY: City Manager's Office

AGENDA: Consent

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**Recommendation:** Ratify the bond call, adopt the Resolution, waive the notice period for reconveyance and approve the Special Warranty Deed and the Termination and Release of Lease Agreement.

**Background:** On August 31, 1976, the City Council approved the issuance of \$650,000 in Industrial Revenue Bonds, Series LX, 1976, for the purchase of land, construction of a manufacturing plant, and purchase of operating equipment located at the northeast corner of May and West Street.

Under the provisions of Sections 17.1 of the Lease Agreement for the bond series the Tenant, Avery Graphic Systems, Inc., as successor by merger to, Prestige Engraving Company, Inc., has the option, if all outstanding bonds have been paid, to purchase the facility from the City of Wichita for the sum of \$100. The City of Wichita on December 1, 2005, received notice from the Company of a request to call outstanding bonds and of the company's intention to exercise its purchase option. In connection with the exercise of the purchase option, the company has asked that the City waive the 45-day notice period so that it can close on the purchase by December 22, 2005.

**Analysis:** Under the terms of the Lease, the City is required to convey the personal property securing the IRB issue to the Tenant, once the Tenant has paid the purchase price and other considerations as listed under the provisions of the Lease Agreement, including the payment of all outstanding bonds.

**Financial Considerations:** The purchase price is \$100 and other considerations as listed under the provision of the Lease Agreement to redeem and retire all outstanding bonds. This price includes without limitations, principal, interest, redemption premium, and all other expenses of redemption, and trustee fees, but after the deduction of any amounts described and provided for in the Lease Agreement and available for such redemption.

**Legal Considerations:** The City is contractually bound to convey the IRB Project property to the Tenant by Special Warranty Deed, once all the conditions established in the Lease have been met. The City Attorney's Office has approved the form of the attached Resolution to authorize the execution of the Special Warranty Deed and the Termination and Release of Lease Agreement (each in substantially the form attached to the Resolution).

**Recommendations/Actions:** It is recommended that City Council ratify the bond call, adopt the Resolution, waive the notice period for reconveyance, approve the Special Warranty Deed and the Termination and Release of Lease Agreement and authorize necessary signature

## **Agenda Item No. 27**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1180

TO: Mayor and City Council

SUBJECT: Revisions to the City's Investment Policy

INITIATED BY: Finance Department

AGENDA: Consent

Recommendations: Approve the revised policy.

Background: State law, City ordinance and the City's Investment Policy govern the investment of City funds. The existing Investment Policy was approved by the City Council in December 2001. The State Pooled Money Investment Board granted expanded investment authority to the City in 1995. Expanded investment authority allows the City to purchase Federal Agency Securities and extend investment maturities up to four years.

The volume of the Pooled Fund investment transactions exceeds \$3 billion annually on an average portfolio of \$312 million.

Analysis: The investment program of the City involves daily decisions on the investment of public funds to earn a rate of return until those funds are required for the appropriate purpose. As set out in the City's Investment Policy adopted by the City Council, the investment of City funds is conducted under the priority order guidelines of:

1. Safety of Principal;
2. Liquidity to meet cash flow requirements; and
3. Rate of return to provide the highest earnings consistent with the higher priorities of safety and liquidity.

The following revisions are recommended for the City's Investment Policy:

1. Add clarification under the Objectives section that all moneys earned and collected from investments shall be credited or charged to the appropriate fund as determined by the cash position of each fund and in accordance with the budget as adopted by the City Council or otherwise directed by law.
2. Add clarification under Portfolio Management that following the primary objective of preservation of capital, the investment portfolio shall be actively managed to take advantage of market opportunities allowing securities to be sold prior to their maturity as needed for cash flow; to enhance returns; to restructure the portfolio to increase yield; or decrease risk.
3. Limit the amount of collateralized public deposits for any single institution to 4% of the Pooled Funds Portfolio. (The maximum dollar for all CD's is limited to 10% of the total Pooled Funds Portfolio)
4. Allow Letters of Credit as acceptable collateral for deposits.

5. Limit Surety Bonds to \$5 million per depository bank or an aggregate of \$20 million in total.
6. Require a collateral level of 105% for letters of credit and surety bonds.
7. Require security broker/dealers have a minimum capital requirement of \$10 million and five years of operation.

The changes are intended to reduce the City's risk and clarify policies. No material changes in investment policies and procedures have been made in the updated documents. The policy changes were approved by the Pooled Investment Committee on October 17, 2005.

Financial Considerations: Investment income is a revenue source to many funds in the City budget. Total annual interest earnings for 2005 for all funds in the investment pool are approximately \$8 million dollars. The proposed changes should not reduce investment earnings.

Legal Considerations: All City investment policies and practices are in conformance with State law and City ordinance governing investment transactions and reporting.

Recommendation/Actions: It is recommended that the City Council approve and file the revised City of Wichita Pooled Investment Policy.

## **Agenda Item No. 28**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1181

TO: Mayor and City Council

SUBJECT: Authorization of IRB Sub-Sublease (MTG LLC) (District V)

INITIATED BY: City Manager's Office

AGENDA: Consent

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Recommendation: Adopt the Resolution authorizing the sub-sublease.

Background: On August 17, 1999, City Council approved the issuance of \$3.8 million of Industrial Revenue Bonds and a 100% 10-year tax abatement on the bond-financed property, for the benefit of Ritchie Companies (the "SubTenant") located at 2872 N. Ridge Road in northwest Wichita. The proceeds of the bonds were used to construct a new national corporate

headquarters for the Ritchie Companies which consist of 33,000 square feet of new construction attached by a breezeway to 12,000 square feet of pre-existing office space. As a result of the sale of certain subsidiaries of the Subtenant, the amount of space required by the Subtenant for its operations in the 45,260 s.f. facility has been reduced.

On November 18, 2003, City Council approved for the sub-sublease of a small portion of the facility to United Bio Energy Partners, L.L.C. As a result of the recent sale of other Ritchie subsidiaries, the Subtenant now desires to sub-sublease 16,521 s.f. of the pre-existing facility to the purchaser, LaFarge North American, ("LaFarge"). Accordingly, MTG, L.L.C. (the "Tenant") is requesting City Council to consent to the sub-sublease to LaFarge pursuant to the terms of a Sublease Agreement.

Analysis: The land and buildings financed by the bonds is currently leased by a real estate holding company controlled by the Ritchie family, M.T.G., LLC, and subleased to the Ritchie Companies for use as its corporate headquarters. The sub-sublease and the rights of LaFarge shall be subordinate to the provisions of the Lease and Sublease.

Financial Considerations: There is no financial impact to the City as a result of the requested change.

Legal Considerations: The City Attorney's Office has reviewed and approved the Resolution and amended documents as to form.

Recommendations/Actions: It is recommended that City Council adopt the Resolution consenting to the sub-sublease of a portion of the facility securing the City's Industrial Revenue Bonds, Series VIII 1999, (MTG, L.L.C.) to LaFarge North American.

## **Agenda Item No. 29**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1182

TO: Mayor and City Council

SUBJECT: Extension of Letter of Intent for Tax-Exempt Industrial Revenue Bonds  
(Calvary Towers Apartments) (District I)

INITIATED BY: City Manager's Office

AGENDA: Consent



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Recommendation: Approve the extension.

Background: On September 14, 2005, the City Council approved a six-month Letter of Intent to issue Industrial Revenue Bonds in an amount not-to-exceed \$3,800,000 to Mennonite Housing Rehabilitation Services, Inc. ("MHRS") for the benefit of Calvary Towers Apartments. The proceeds of the proposed bonds will be used to finance a portion of the costs of acquiring, constructing and equipping a senior residence facility located at 2600 North Grove in northeast Wichita. MHRS also plans to utilize Low Income Housing Tax Credits as a component of the financing package. On March 8, 2005, City Council approved an extension of the Letter of Intent to December 31, 2005, to issue Industrial Revenue Bonds to MHRS, Inc. The company is now requesting an extension of an additional one-year of the Letter of Intent until December 31, 2006.

Analysis: MHRS has requested the extension because it does not appear that the financing structure associated with the project will be finalized prior to the date the Letter of Intent expires. MHRS is now requesting an extension of the Letter of Intent until December 31, 2006.

Financial Considerations: There is no financial impact on the City resulting from the requested extension.

Legal Considerations: Bond documents required for the issuance of bonds will be prepared by bond counsel. The City Attorney's office will review and approve the form of bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council approve the extension of the Letter of Intent to MHRS for Industrial Revenue Bonds in an amount not-to-exceed \$3,800,000 for a period ending December 31, 2006.

### **Agenda Report No. 30.**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1183

TO: Mayor and City Council

SUBJECT: Tort Budget Transfer

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Approve the transfer of funds.

Background: The Law Department utilizes budgeted funds in the Tort sub-fund of the Self Insurance Fund to defend claims against the city, as well as to pay legitimate claims.

Analysis: This year, the Law Department has experienced additional, unbudgeted costs in preparing for litigation in an incident involving a Police shooting. This complicated case has increased the need for expert witnesses and depositions to adequately represent City interests. In addition, the amount of claims paid has been slightly over the budgeted amount.

Financial Considerations: The Self Insurance Fund has budget authority for legal services, and legal experts. The atypical circumstances in 2005 have exhausted this budget. Under expenditures in other areas of the Self Insurance Fund are available to fund the additional contracted legal expenditures. A transfer of up to \$60,000 will fund the anticipated increased legal services and claims costs.

Legal Considerations: City Council approval is necessary for budget transfers over \$25,000.

Recommendation/Actions: Approve the transfer of funds.

### **Agenda Item No. 31**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1184

TO: Mayor and City Council

SUBJECT: Budget Adjustment – City Matching Funds

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendations: Approve the Budget Adjustment.

Background: The Transit Fund is experiencing failure in one area of the budget. The failure is being caused by: 1) three unanticipated tort settlement payments totaling \$317,500 that were approved and authorized by City Council on 5-24-05 and 6-7-05; 2) a higher than anticipated requirement for grant fund matching (\$101,088); and 3) the required for use of contingency funds to address significant fuel price increases (\$66,430).

As a result of these issues, there is a need to reallocate up to \$150,000 within the Transit Budget to help cover the year-end shortfall.

Analysis: The area of the Transit Fund budget in question totals \$861,850, and is expected to exceed \$1 million. There are under-expended funds within the Transit Fund contractals budget and within personal services (salary savings) that can be reallocated to alleviate these budget failures. No other pending settlements are known or anticipated to be funded from the Transit budget at this time.

Financial Considerations: The requested adjustment would reallocate up to \$150,000 within the Transit budget and will not alter the bottom line. Funds are available from Transit salary savings and under-expended contractual line items that can be transferred for us.

Legal Considerations: Budget adjustments over \$25,000 require City Council approval..

Recommendation/Actions: Approve the budget adjustment.

### **Agenda Item No. 32**

CITY OF WICHITA  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1185

TO: Mayor and City Council Members

SUBJECT: Expo Hall Operating Budget Adjustment

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

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Recommendation: Approve transfer of funds within the department's budget.

Background: On December 18, 2001, the City Council approved a management agreement for direct management of the hotel by the Hyatt Corporation for a twenty-five year period for at a lower net cost to the City. Management Fees for the services included a base management fee equal to 3% of gross revenues, with a provision for an incentive fee of 15% of profits above a "threshold" calculated at where the City secures a return on its investment in the hotel and the garage.

The Management responsibilities included the hotel, conferencing center setup and disassembly and parking garage. Annual revenues from the hotel compensate the operating costs of the hotel, including management fees and reserve contributions, and provide a return to the City to offset the annual cost for refinancing of the former mortgage loan on the facility.

Analysis: The 2005 Revised Park Department's operating Budget for the operation at Century II Performing Arts and Convention Center included charges for the Hyatt Management contract, however the room rentals increase sinificantly this year, depleting the budgeted amount. The contractual payment due to the Hyatt, \$30,725.21 for October, \$23,020.22 for November and an estimate of \$31,000 for December will require a budget adjustment from the Century II Operating Budget to the Expo Hall Operating budget in the amount of \$85,000. Total estimated expenditures to complete this year's contractual agreement is \$277,000 and the estimated revenues received from the Hyatt this year will be approximately \$503,000, resulting in a net profit of \$226,000.

Financial Considerations: The 2005 Century II Operating budget has energy savings this year in the amount of \$33,000 and due to the show setting this year, the stage hand and additional electricians require for the trade shows provided a savings in temporary help in the amount of \$7,000. Additionally, the maintenance agreement for 2005 only, was reduced by \$35,000 due to implementation in the 3rd quarter. The necessary funding to cover the outstanding payments to the Hyatt will be within the approved 2005 budget from the general fund, requiring no additional funds.

Legal Considerations: Budget transfers in excess of \$25,000 require the City Council approval.

Recommendation/Action: It is recommended that the City Council approve the transfer of funds in the operating budget.

**Agenda Item No. 34.**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1134A.

TO: Mayor and City Council

SUBJECT: Restructuring of the Salary and Classification Ordinances and Amendments Thereto

INITIATED BY: City Council

AGENDA: Unfinished Business

Recommendation: Approve the new ordinances and amendments to the current ordinances.

Background: The annual Salary and Classification Ordinances set the rates of pay for City pay ranges and establish job classifications for all City positions.

At its December 13, 2005 meeting, the City Council directed a restructuring of the Salary and Classification Ordinances to better identify the differences among non-exempt, exempt, and management positions, and also identify those positions whose salaries are set by the City Council.

On December 13, Council adopted two ordinances submitted for all positions to approve only a Classification Ordinance (#46-829, amending 46-606) and Salary Ordinance (#46-830, amending 46-606) for Non-exempt represented and non-represented positions. Those ordinances are ready for publication.

On the Agenda today are the remaining three ordinances: (1) Classification Ordinance for Exempt and Management employees (#46-865, repealing #46-606); (2) Classification and Salary Ordinance for City Manager and Municipal Court Judges (46-866); and (3) Salary Ordinance for Exempt and Management employees (#46-867, repealing #46-830).

Analysis:

Classification Ordinance for Exempt and Management employees (#46-865) – This ordinance lists only Exempt and Management positions and their corresponding pay range identification numbers (not pay rates).

Classification and Salary Ordinance for the City Manager and Municipal Court Judges (#46-866) – This ordinance lists only those positions and their corresponding pay range identification

numbers (not salary ranges). It also states that their salaries are determined by the City Council, and includes provisions that apply specifically to the Municipal Court Judges, administrative judge, and the Judges Pro-tem. This ordinance states salary ranges and relevant other provisions only for the City Manager and Municipal Court Judges. The 3% adjustment in the Municipal Court Judges pay range is included, but not in the range for City Manager. A 3% GPA has already been approved by Council for the Judges.

Salary Ordinance for Exempt and Management employees (#46-867) – This ordinance states salary ranges and relevant other provisions only for Exempt and Management positions, excluding the City Manager and Municipal Court Judges. This ordinance incorporates the recommended 3% General Pay Adjustment (GPA) for these positions, and a 3% adjustment in the pay ranges. Further, individual merit increases for these employees will not exceed 2.5%, so the total raise for a Management or Exempt employee cannot exceed 5.5%.

All together, these four new ordinances, plus the two approved on December 13, 2005, accomplish the restructuring of the Classification and Salary Ordinances directed by Council.

#### Financial Considerations:

The 2006 Adopted Budget already includes funding for the 3% GPA for employees, as well as 2.5% for total merit increases.

Legal Considerations: The Department of Law has reviewed the ordinance and approved as to form.

Recommendations/Actions: The recommended action is to declare an emergency and adopt the amendments to the Salary and Position Classification Ordinances.

### **Agenda Item No. 35**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1188

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request  
(JR Custom Metal Products, Inc.)(District IV)

INITIATED BY: City Manager's Office

AGENDA: New Business

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RECOMMENDATION: Approve the exemption request.

BACKGROUND: On August 10, 1999, City Council approved a tax exemption under the authority of the constitutional amendment for JR Custom Metal Products, a manufacturer of metal fabricated products and equipment, located at 2237 S. West Ct. in southwest Wichita. The tax exemption was requested in conjunction with an expansion project consisting of the construction of office and manufacturing space and the purchase of new machinery and equipment. On October 3, 2000, City Council also approved an 88% five-year tax exemption on acquisition of new manufacturing equipment.

As a result of sustained growth in sales, JR Custom Metal is now requesting the City Council to approve an Economic Development Tax Exemption on additional manufacturing equipment in the amount of \$635,000, in connection with an ongoing expansion of their facility.

ANALYSIS: JR Custom Metal was established in 1974 and has experienced continued growth since inception of the business. JR Custom Metal designs, manufactures, modifies, and repairs high precision custom metal products. JR Custom Metal's products are designed primarily for the automotive, agricultural, general construction, and aviation industries. JR Custom Metal focuses its manufacturing capacity primarily on custom and specialty metal designs.

JR Custom currently has over 100 employees and expects to add at least 16 new full-time employees over the next five years, at an average wage of \$14 per hour. The new \$635,000 expansion project will be a major investment for the company and is expected to enhance production efficiency and volume.

The expansion project is reflected in Exhibit I attached hereto. Under the City's Economic Development Incentive Policy, JR Custom is eligible for the following:

#### TAX EXEMPTION ELIGIBILITY

##### ELIGIBLE % INCENTIVE EXPLANATION

32.00%	New Job Creation:	JR Custom will add at least 16 new full-time jobs.
12.50%	Capital Improvements:	JR Custom will invest approximately \$635,000
44.50%	Sub Total Business - Incentive Eligibility (Maximum allowed is 100%)	

44.50% TOTAL EXEMPTION ALLOWED UNDER ECONOMIC DEVELOPMENT INCENTIVE POLICY

Under the Economic Development Incentive Policy, JR Custom Metal Products, Inc. is eligible for a 44.5% tax exemption on new personal property for a five-year term. A notice of public hearing has been published. JR Custom will maintain a City of Wichita approved EEO/AA Plan for the full term of the Tax Exemption.

Financial Considerations: The estimated first year taxes on JR Custom's proposed \$635,000 project under the 2004 mill levy on property within the Wichita City limits would be \$11,998. The tax exemption will be shared among the taxing entities as follows: City - \$3,368; County/State - \$3,202; and USD 259 - \$5,428.

Wichita State University Center for Economic Development and Business Research calculated a cost-benefit analysis indicating benefit-to-cost ratios, which are as follow:

City of Wichita	3.39 to one
Sedgwick County	2.86 to one
USD 259	1.27 to one
State of Kansas	5.44 to one

Legal Considerations: The City Attorney's Office has approved the Ordinance as to form.

Recommendations/Actions: It is recommended that City Council close the public hearing, and approve first reading of the Ordinance, granting a 44.5% tax exemption on personal property improvements for a five-year term.

JR Custom Metal Products, Inc.

Exhibit I

Equipment Purchases:

Mazak Space Gear Laser	\$	635,000
Total Equipment:	\$	635,000
 Total Project:	 \$	 635,000

### **Agenda Item No. 36**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1189



TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption (Royal Caribbean Cruises Ltd.)  
(District IV)

INITIATED BY: City Manager's Office

AGENDA: New Business

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Recommendation: Approve the extension.

Background: On November 21, 2000, City Council approved issuance of Industrial Revenue Bonds in the amount of \$19,800,000, to Royal Caribbean Cruises Ltd. In conjunction with the bond issue, City Council approved 100% property tax abatement for a five-plus-five-year term on bond-financed property. Bond proceeds were used to finance the construction and equipping of a two-story office facility of 65,000 s.f. located at 4729 S. Palisade in south Wichita. On December 31, 2005, the initial five-year period for tax exemption will expire. Royal Caribbean requests City Council extend the tax exemption to include the second five-years on the 2000 bond-financed property.

Analysis: Royal Caribbean, based in Miami, Florida, is one of the largest cruise lines in the world. Millions of passengers sail on Royal Caribbean's eleven luxuries cruise ships each year. The establishment of the Wichita reservation center is the largest Royal Caribbean installation not located in Miami. Serving initially as the back up to Royal Caribbean's Miami reservation center, the Wichita facility has become the company's principal reservation center.

As a condition of the bond issue and tax exemption, Royal Caribbean Cruises committed to: 1) build a 65,000 s.f. facility located at 4729 S. Palisade in south Wichita at a cost of \$9,825,000; and, 2) create 390 new jobs within five years of the bond issue. A measure of Royal Caribbean Cruises' initial five-year project commitments and outcomes are as follows:

	2000 Commitment	December 31, 2005 Status
·	Construct a new 65,000 s.f. facility:	Completed new facility costing \$9,825,000
·	Create 390 new jobs in five years:	Created 424 new jobs

Staff conducted a site-monitoring visit on September 4, 2003. Royal Caribbean Cruises has exceeded its projection by creating 424 new permanent jobs.

Financial Considerations: Royal Caribbean Cruises is current in payments of administrative service fees. New benefit-to-cost ratios are as follow:

City of Wichita	1.83 to one
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Sedgwick County      1.17 to one  
USD 259              1.00 to one  
State of Kansas        3.17 to one

Legal Considerations: Section 7.5 of the lease provides the City Council reserves the right to terminate the exemption at the end of the first five-year period.

Recommendations/Actions: It is recommended that City Council extend the tax exemption on Royal Caribbean's IRB-financed property for a second five-year term.

### **Agenda Item No. 37**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1190

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption (Big Dog Motorcycles, L.L.C.) (District I)

INITIATED BY: City Manager's Office

AGENDA: New Business

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Recommendation: Approve the extension.

Background: On December 12, 2000, City Council approved issuance of Industrial Revenue Bonds in the amount of \$2,000,000, to Big Dog Motorcycles, L.L.C. In conjunction with the bond issue, City Council approved a 100% property tax abatement for a five-plus-five-year term on bond-financed property. Bond proceeds were used to acquire, refurbish and equip the former Quality Chevrolet building at 1520 East Douglas in central Wichita. On December 31, 2005, the initial five-year period for tax exemption will expire. Big Dog Motorcycles, L.L.C. requests City Council extend the tax exemption to include the second five-years on the 2000 bond-financed property.

Analysis: Big Dog Motorcycles originated as a small shop performing custom work on Harley Davidson motorcycles. Following a move to its previous location at 140 N. Ohio, Big Dog Motorcycles developed its own product designs and became a licensed manufacturer of high-end, deluxe cruiser motorcycles. The business has expanded and currently has 50 dealers around the country. Big Dog Motorcycles has grown from one part-time employee to a national

headquarters. In 1999, over 850 high-end motorcycles were manufactured in eight different models. The majority of the Big Dog sales are exports outside Kansas. As a result of rapidly increasing sales and strong sales projections, Big Dog Motorcycles acquired and equipped a new corporate headquarters/manufacturing facility in Wichita.

As a condition of the bond issue and tax exemption, Big Dog Motorcycles committed to: 1) acquire, refurbish and equip the former Quality Chevrolet building at a cost of \$2,000,000; and, 2) create 35 new jobs within five years of the bond issue. A measure of Big Dog Motorcycles' initial five-year project commitments and outcomes are as follows:

2000 Commitment	December 31, 2005 Status
· Refurbish existing building:	Completed refurbish of building worth \$1,124,000
· Create 35 new jobs in five years:	Created 221 new jobs

Staff conducted a site-monitoring visit on June 12, 2003. Big Dog Motorcycles has met its projection of creating 221 new permanent jobs.

Financial Considerations: Big Dog Motorcycles is current in payments of administrative service fees. New benefit-to-cost ratios are as follow:

City of Wichita	2.67 to one
Sedgwick County	1.52 to one
USD 259	1.00 to one
State of Kansas	5.42 to one

Legal Considerations: Section 7.5 of the lease provides the City Council reserves the right to terminate the exemption at the end of the first five-year period.

Recommendations/Actions: It is recommended that City Council extend the tax exemption on Big Dog Motorcycles' IRB-financed property for a second five-year term.

### **Agenda Item No. 38**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1191

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption (Voicestream/VS Property, L.L.C.)  
(District I)

INITIATED BY: City Manager's Office

AGENDA: New Business

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Recommendation: Approve the extension.

Background: On March 21, 2000, City Council approved issuance of Industrial Revenue Bonds in the amount of \$11,500,000, to VS Property, LLC, for the benefit of VoiceStream Wireless Corporation. In conjunction with the bond issue, City Council approved a 100% property tax abatement for a five-plus-five-year term on bond-financed property. Bond proceeds were used to build a 70,000 s.f. call center facility located at 8301 E. 21st Street in northeast Wichita.

On October 23, 2001, City Council approved assignment of the Lease from VS Property, LLC to Net Fund I, Ltd. On April 19, 2005, City Council authorized First Amendment to Lease and Assignment of lease to allow a leasehold mortgage on the Project from Net Fund I, Ltd., to an entity named 2525 N. WOODLAWN VSTRM WICHITA KS, LLC. These changes did not change the position of the City with respect to the Lease or the Bonds, and VoiceStream Wireless Corporation (now known as T-Mobile USA Incorporated) remains the subtenant and operator of the call center.

On December 31, 2005, the initial five-year period for tax exemption will expire. 2525 N. WOODLAWN VSTRM WICHITA KS, LLC, requests City Council extend the tax exemption to include the second five-years on the 2000 bond-financed property.

Analysis: T-Mobile provides digital wireless communication service to over 714,000 subscribers in 23 of the 25 largest United States metropolitan areas. Some of the major markets include Seattle, WA; Portland, OR; Phoenix, AZ; Denver, CO; Austin, TX; Tulsa, OK; and, Wichita, KS. T-Mobile utilizes the Global System for Mobile Communications (GSM) for its service delivery. After a planned merger with Omnipoint and Aerial Communications, T-Mobile will be the fourth largest provider of digital wireless communication in the United States.

As a condition of the bond issue and tax exemption, 2525 N. WOODLAWN VSTRM WICHITA KS, LLC committed to: 1) build a 70,000 s.f. facility located at 8301 E. 21st Street in northeast Wichita at a cost of \$10,090,857; and, 2) create 400 new jobs within five years of the bond issue. A measure of 2525 N. WOODLAWN VSTRM WICHITA KS, LLCs' initial five-year project commitments and outcomes are as follows:

	2000 Commitment	December 31, 2005 Status
·	Construct a new 70,000 s.f. facility:	Completed new headquarters worth \$10,090,857
·	Create 400 new jobs in five years:	Created 451 new jobs

Staff conducted a site-monitoring visit on February 26, 2004. 2525 N. WOODLAWN VSTRM WICHITA KS, LLC has met its projection of creating 451 new permanent jobs.

Financial Considerations: 2525 N. WOODLAWN VSTRM WICHITA KS, LLC is current in payments of administrative service fees. New benefit-to-cost ratios are as follow:

City of Wichita	2.24 to one
Sedgwick County	1.37 to one
USD 259	1.00 to one
State of Kansas	6.00 to one

Legal Considerations: Section 7.5 of the lease provides the City Council reserves the right to terminate the exemption at the end of the first five-year period.

Recommendations/Actions: It is recommended that City Council extend the tax exemption on the IRB-financed property for a second five-year term.

### **Agenda Item 39**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1192

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption (McCormick-Armstrong Co., Inc.)  
(District I)

INITIATED BY: City Manager's Office

AGENDA: New Business

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Recommendation: Approve a one-year extension.

Background: On July 27, 1999, City Council approved issuance of Industrial Revenue Bonds in the amount of \$2.3 million to McCormick-Armstrong Co., Inc. In conjunction with the bond issue, City Council approved a 100% property tax abatement for a 5-year term on the project, plus a second 5 years subject to Council review. Bond proceeds were used to finance the

purchase, rehabilitation, and installation of manufacturing equipment located at their existing facility. On December 31, 2004, the initial five-year period for tax exemption expired. On June 14, 2005, City Council approved of a one-year extension of the property tax exemption and directed Staff to return to Council at the end of the year for consideration of an additional extension.

Analysis: McCormick-Armstrong is among the largest and oldest commercial print product manufacturers in Kansas. McCormick-Armstrong utilizes state-of-the-art printing technology for the production of advertising, catalogs, short-run publications, calendars, etc. The company used industrial revenue bonds to acquire a new state-of-the-art printing press and associated production equipment used in the process of manufacturing printed products. The new equipment upgrade allowed for the Company's prepress department to implement "direct-to-plate" technologies, which included new proofing and plate setting equipment.

As a condition of the bond issue and tax exemption, McCormick-Armstrong committed to: purchase, and install certain manufacturing equipment, with a total investment of \$2,300,000, and create 50 new jobs within five years of the bond issue.

A measure of McCormick-Armstrong's initial five-year project commitments and outcomes are as follows:

1999 Commitment	December 31, 2004 Status
-----------------	--------------------------

- |                                     |  |
|-------------------------------------|--|
| · Purchase Manufacturing Equipment: | Purchased equipment worth over \$2,300,000 |
| · Create 50 new jobs in five years: | Created 17 new job since June 2005         |

The economy has begun to rebound and the company has started to increase its capacity and is now hiring again. Since last year, McCormick Armstrong has added 17 new jobs and remains committed to add as fast as their business allows.

Financial Considerations: McCormick-Armstrong is current in payments of administrative service fees. New benefit-to-cost ratios are as follow:

City of Wichita	1.05 to one
Sedgwick County	1.01 to one
USD 259	1.00 to one
State of Kansas	1.48 to one

Legal Considerations: Section 7.5 of the lease provides the City Council reserves the right to terminate the exemption at the end of the first five-year period.

Each year, the City must re-certify to the County Clerk that the exempted property is still eligible in order to continue the property tax exemption for that year. This allows the City Council to review non-complying companies each year and revisit the decision to extend the exemption.

Recommendations/Actions: It is recommended that the City Council extend the tax exemption on McCormick-Armstrong's IRB-financed personal property for a one-year period and review the further extensions at the end of next year.

## **Agenda Item 40**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1193

TO: Mayor and City Council

SUBJECT: Approval of Economic Development Incentives Agreement for  
Integra Technologies LLC (District II)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendations: Approve the incentives agreement.

Background: Integra Technologies LLC is a product testing business for the silicon chip industry, located in the North Rock Business Park at 3450 N. Rock Road. The company began operations in Wichita in 1983 as part of NCR, and was later purchased by AT&T as part of Bell Labs. In 1996, the business became Lucent Technologies and the testing operation was spun-off in 1998 as Integra Technologies. Amkor Technologies purchased Integra in 2000, as part of their worldwide silicon chip manufacturing business.

In 2005, Amkor decided to close the Wichita operations and move them to Asia. Instead, a group of local managers purchased the company and regained the name of Integra Technologies. Integra retains a small operation in Santa Clara, CA, but their headquarters and main testing and manufacturing facilities are in Wichita, where 73 engineers, scientists and headquarters personnel are currently employed at an average salary of \$43,000 per year.

The company sought economic development assistance to assist in the expansion plans that include adding \$5 million in machinery and equipment and 35 employees over the next five years. The Greater Wichita Economic Development Coalition (GWEDC) has been working with Integra to ensure that the company stays in Wichita. GWEDC has coordinated the development of an incentives package with City, County and State officials, which are presented herewith for approval of the City's portion.

Analysis: Integra is one of the most experienced test engineering organizations in the silicon chip industry, with expertise in RF, digital, analog, mixed signal and linear technologies. Their testing operations have been in production serving customers 24 hours a day, seven days a week for over 20 years. Their testing capabilities include test software development, wafer probe, final test, burn-in, qualification, lead scanning, dry pack and tape & reel on digital, linear, mixed-signal, memory and RF device types. Integra has development centers that provide complete test engineering services from test program development to full product characterization, and has over 150 active US and international customers.

The State of Kansas, City of Wichita, and Sedgwick County have partnered to offer economic development assistance to the company. A five-year, 100% property tax abatement on new machinery and equipment is being offered through the City of Wichita EDX Program in accordance with the Economic Development Incentive Policy; the State, City and Sedgwick County are each providing \$50,000 forgivable loans. Integra Technology currently has 73 fulltime employees, and as a condition for forgiveness of the loans will increase that employment to a minimum of 108 fulltime positions within the next five years, with average pay at the end of 2006 of nearly \$43,000 (average annual pay over time varies according to the ratio of engineering to production personnel, but minimum annual payroll has been specified through 2011.)

The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City	3.00 to one
County	1.92 to one
USD 259	1.27 to one
State	8.45 to one

Financial Considerations: The proposed City forgivable loan proceeds in the amount of \$50,000 would be paid to Integra Technologies from funds currently budgeted in the Economic Development Fund for economic development incentives.

Legal Considerations: The attached Forgivable Loan Agreement has been approved as to form by the Law Department. The exercise of home rule authority requires the adoption of an ordinance for approval.

Recommendation/Actions: It is recommended that the City Council approve the proposed forgivable loan economic development incentive agreement for Integra Technologies LLC, and approve first reading of the home rule ordinance.

## **Agenda Item No. 41**

City of Wichita



City Council Meeting  
December 20, 2005

Agenda Report No. 05-1194

TO: Mayor and City Council

SUBJECT: PUD2005-00005; PUD #21 – Creation of the Kirk Planned Unit Development. Generally located 1/3 mile south of 21st Street North and west of Maize Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve the PUD subject to the proposed provisions and uses as presented by the applicant (9-0).

MAPD Staff Recommendations: Approve, subject to Staff's amendments to the applicant's PUD.

DAB Recommendations: Deny (10-0) both the applicant's proposed PUD and Staff's amended PUD and leave the site's "SF-5" zoning in place with CU-156 over the excavation site and recognizing the excavation site's current legal nonconformance status, per the Zoning Administrator's August 25, 2005 letter.

Background: The applicant proposes an approximately 4.3-acre, two parcel mixed residential, public – civic and commercial use Planned Unit Development: PUD. The PUD includes a 150-foot wireless communication facility (tower) as one of its proposed commercial use. The site is located approximately 1/3 of a mile south of 21st Street North and 170-feet west of Maize Road. The unplatted site is currently zoned "SF-5" Single-family Residential. The western 3.1-acres of the site has a Conditional Use overlay, CU-156, which permitted a metal agricultural storage building for agricultural and non-agricultural storage. CU-156 was approved by the Sedgwick County Commission December 12, 1973. The eastern 1.2-acres of the site is not part of the CU-156 overlay. At the time of the approval of CU-156, the entire site was identified as being zoned "R-1" Suburban Residential.

Currently the western portion of the site is developed for Kirk's Excavating, which is currently part of CU-156. On this portion of the site, there is a metal storage building with one side of it open, a metal garage/storage building, a metal office building, what appears to be a private dispatch tower (85-feet tall, per the applicant's October 24, 2005 letter), a small shed, outdoor stockpiles (approximately 6 - 8-feet tall) of dirt and gravel, tractors, various types of trucks, scrapers, trailers and other equipment used by the excavation business. There is a wooden

privacy fence along the excavation company's south and north sides where it abuts "SF-5" zoned single-family residences and a church. There is no solid screening along the site's west (excavation company) side where it abuts "SF-5" zoned undeveloped land. On August 15, 2005, the applicant completed a "Nonconforming Registration Form" to determine if the site's (Parcel 1) current excavation business was a legal nonconforming use. In the attached letter dated August 25, 2005, the Zoning Administrator confirmed the excavation business was a legal nonconforming use, while noting its current extensive outdoor storage of equipment and materials. In that same letter, the Zoning Administrator stated that if there was a significant increase in outdoor storage (stockpiles) or if construction of another building was desired, an amendment to CU-156 or rezoning of the site might be required.

The eastern 1.02-acres of the site is currently developed with a single-family residence. There is an evergreen hedge (over 6-foot tall) between the site's eastern 1.02-acre portion and abutting "NO" Neighborhood Office zoned medical – dental offices. The entire site has no frontage on Maize Road. Access to Maize Road to the proposed PUD parcels is an existing 30-foot drive (ingress-egress easement), which passes by the south side of the existing medical – dental offices.

The applicant's PUD site plan shows the site divided into two parcels. The two parcels reflect the current configuration of the western excavation business (Parcel 1, CU-156) site and the eastern single-family residence (Parcel 2) site. The site plan shows the existing buildings, general groupings of existing plants/landscaping and the general area where materials are stock piled outdoors. The site plan's general provisions propose standards for utilities, lighting, signage, drainage (time of platting), ownership's responsibilities, fire, circulation/access, screening and landscaping. The site plan shows access to the PUD through the previously mentioned existing drive. The site plan does not show the existing solid screening, lighting, parking, the dispatch tower, or signage. The proposed uses for the two parcels shown on the site plan were amended in the applicant's October 24, 2005 letter to Staff.

As previously mentioned, development abutting the site's east side, on properties zoned "NO", Neighborhood Office, are a single-story dental office (built 2001) and a soon to be finished single-story medical office. These two buildings/developments are between the site and Maize Road. Abutting the south side of the site, zoned "SF-5", is the Winwood Addition (recorded January 2, 1996), with its approximately 49-50 single-family residences. The partially developed 33.37-acre Westlink Christian Church Addition (recorded June 15, 1998) abuts the site's north and west sides. All of the Westlink Christian Church Addition is zoned "SF-5" with the north portion of the subdivision developed as a church and its parking (built after 1998), while the western portion remains undeveloped. Single-family residences, zoned "SF-5", are west of the churches undeveloped western portion.

Beyond the development in the site's immediate area, on either side of Maize Road, between 13th and 21st Streets North, commercial development is located at the arterial intersections (zoned predominately "LC" Limited Commercial) with predominately single-family residential development (zoned "SF-5") between these commercial nodes. An exception is a large (37.81-

acre) cemetery, zoned "SF-5" with a Conditional Use overlay, located midway between 21st and 29th Streets North. There is also a small bundle of "TF-3" zoning southeast of the site.

According to the FCC Antenna Location Map for Wichita and Sedgwick County, the nearest cellular tower is approximately ¼ mile north of 29th Street North and approximately ¼ mile west of Maize Road. The nearest microwave tower is located approximately ¼ mile south of 13th Street North and midway between Maize and Tyler Roads. There has been an application for an Administrative Adjustment for a cellular tower north of the site, on the south side of 21st Street North and west of Maize Road.

Analysis: At the November 3, 2005 MAPC meeting, the applicant's agent requested a two-week deferral. There were people present at this meeting wanting to discuss the proposed PUD. The MAPC gave them the opportunity to speak about the case at this meeting or in two weeks, if the deferral was granted. Those wanting to discuss the case advised the MAPC that they would prefer to speak about the case when the MAPC was ready to make a recommendation on the PUD. The MAPC then moved to approve the requested two-week deferral and advised the members of the public not to file protest petitions until the after the case was considered at the November 17, 2005 MAPC meeting. Staff had received phone calls protesting the requested zone change prior to the MAPC meeting.

DAB V considered this case at their November 7, 2005 meeting and unanimously recommended, 10-0, that both the PUD as proposed by the applicant and as amended by Planning Staff both be denied. The two proposed PUDs, are as follows:

The applicant's proposed PUD, as follows: General Provisions, 1-15 (see attached applicant's PUD General Provisions) and Parcel Descriptions for Parcels 1 & 2, which included the uses allowed on the two parcels. The applicant's proposed uses (see attached Oct 24, 2005 applicant's letter) for the two parcels are identical, with two exceptions. First, the western Parcel 1 is proposed to have a 150-foot wireless communication facility (see applicant's attached letter). Second, the eastern Parcel 2 is proposed to have ancillary parking. Per the Unified Zoning Code (UZC), both uses are considered commercial types. Uses common to both parcels include:

- (a) Single-family residential, duplex residential, multi-family residential (see letter) and assisted living. Per the UZC, all these uses are considered residential types.
- (b) Group home, limited and general and convalescent care, limited and general. Per the UZC, all these uses are considered public - civic types.
- (c) General office, personal improvement services and construction sales and services, as defined in the applicant's attached letter. The use of the wireless communication facility is included in Parcel 1's definition of construction sales and services and not in Parcel 2's. The excavation business currently on Parcel 1 appears to have a private dispatch tower, which is presumably what the applicant is referring to. Per the UZC, all these uses are considered commercial types.

(See attached "MAPC'S RECOMMENDATION")

Planning Staff's amending the applicant's proposed PUD (the applicant did not agree with the Staff's amended version of the PUD) as follows:

- (a) Parcels uses: no 150-foot tower, no multi-family residential uses, and no personnel service uses.
- (b) 35-foot maximum height on all buildings with design and materials used for building similar to the abutting single-family residences.
- (c) “OW” Office Warehouse restrictions on the excavation business (construction sales and services) sunrise to sunset operation hours, a 15-foot maximum on outdoor stockpiles, paving of all current employee and customer parking
- (d) A 14-foot maximum height on lighting with no lighting inside implemented compatibility setbacks.
- (e) Specific language on screening.
- (f) One shared monument sign.
- (g) A revised site plan and platting within a year.

There were many members of the public in attendance at the DAB meeting speaking against the applicant’s proposed mixed use PUD. They objected to the introduction of more nonresidential uses on the site, and their potential impact on traffic and drainage in the immediate area. Another objection was possibility of the 150-foot cellular tower being built next to their homes and the church. Some of the members of the audience noted that if a PUD was approved, that they favored Staff’s amended PUD. The DAB found the introduction of non-residential uses as allowed by the applicants’ proposed PUD and Staff’s amended PUD as being not compatible with the area’s existing single-family residential development. The DAB recommendation for denying the PUD kept the site zoned “SF-5”, with CU-156 in place on the western portion and recognizing that, per the Zoning Administrator’s August 25, 2005 letter, that the current excavation business was a legal nonconforming use as it was now developed.

During the DAB meeting the applicant noted an error in the transfer of the site’s zoning from the paper maps to the GIS maps (1999-2001 transfer period) and made it a critical issue in regards to his proposed uses allowed in the PUD. The site was erroneously identified as being zoned “GC” General Commercial and not “SF-20” on both the 2000 paper zoning map and the subsequent GIS zoning map. The applicant found the error when speaking with Staff about possible uses on the site. The applicant noted that the excavation business had been identified as a commercial use by the Sedgwick County’s Appraiser’s Office and by the Existing Land Use Map used during its 1999 annexation. The applicant’s contention was that the recognized commercial use on the site should be reason to allow the additional non-residential uses. The applicant noted that the owners had assumed that they had commercial “GC” zoning because he had been allowed to expand the excavation business to its present scale. Staff acknowledged the error on the zoning map, but noted that their research on the site has shown that since 1958, when the zoning on the site was first identified, the site had always been zoned Rural or some type of single-family residential zoning. Staff could not find, and the applicant could not provide, documentation showing a zoning change request by the owner, the MAPC or the Governing Body, which is how a zone change can be initiated. Staff noted that since the establishment of the excavation business, the City had expanded to the site and now surrounded it. Staff also noted their reason for denying the use of the 150-foot cellular tower was that, apart from a letter from a wireless

carrier stating they wanted to co-locate on the tower (see attached October 29, 2005 letter), the applicant failed to provide any of the documents required in the Location and Design Criteria of the Wireless Communication Master Plan. Those documents would include a site plan, propagation maps and tower details.

The MAPC considered this case at their November 17, 2005 meeting and approved the PUD as proposed by the applicant, in reference to the Site Plan, its General Provisions as listed 1-15, and the uses as proposed in the applicant's October 24, 2005 letter (attached) to Staff, which would allow, as one of its commercial uses, the 150-foot cellular tower. There were many members of the public in attendance at the MAPC meeting speaking against the applicant's proposed mixed use PUD. Their objections were the same as those given at the November 7, 2005 DAB meeting. Staff has received recorded written protest to the approved PUD that total over 77.38% of the total property within a 200-foot radius of the outer boundaries of the subject property. When 20% of the total property within a 200-foot radius of the outer boundaries of the subject property protest a zoning change at least  $\frac{3}{4}$  of the Governing Body must vote to approve the PUD to overturn the protest

Financial Considerations: None

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Concur with the findings of the MAPC and approve the zone change, subject to the recommended provisions of the Planned Unit Development and place the ordinance on first reading; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

## **Agenda Item No. 42**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1195

TO: Mayor and City Council

SUBJECT: CUP2005-00055 – DP104 Amendment #2 – Amend Oak Cliff Estates CUP to amend screening wall requirement for Parcels 2 and 3 if developed with residential use. Generally located on the northwest corner of Maize Road and Maple. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve, subject to staff recommendations (9-0).

MAPD Staff Recommendations: Approve, subject to conditions.

DAB Recommendations: Deny (9-1).

Background: The applicant is requesting to amend the screening wall requirements for DP-104 Oak Cliff Estates Community Unit Plan. The property is zoned “LC” Limited Commercial. The amendment would shift the screening wall requirement on the north and west property line of Parcels 2 and 3 to the western property line of Parcels 7 and 8 with Parcel 2. The request is based on the premise that the property will be developed with multi-family use. Specific plans have not been submitted for the proposed multi-family use. Preliminary discussions included possible garden apartments and row house types of structures.

The current use provisions for the parcels are: “Proposed Uses: shopping center, and associated tire, battery and accessory establishment, financial, office, personal services, convenience and service establishments”.

The current screening requirements are a solid or semi-solid screening wall consisting of brick, stone, masonry, architectural tile or other similar material with a height between five and eight feet on the north and west property line. Additionally, the construction of the masonry-type screening wall was required to be installed along the northern boundary at the time of development of Parcel 7 (administrative adjustment on June 27, 2003) in order to protect the views of the duplexes to the north. However, during the time when the car wash was being constructed, the discussions began on possible use of the interior site for residential use. It was suggested that shifting the masonry-type wall to the west side of Parcel 7 and Parcel 8 would achieve more effective buffering of commercial activity from residential use.

The agent has sought to eliminate the screening wall requirement by administrative adjustment, but this was deemed to be beyond the scope of administrative authority and was not granted. A letter of credit for the portion of the screening wall north of the car wash was posted when the car wash was developed on Parcel 7. The city has initiated the process of invoking the letter of credit to install the wall, but this action was placed on hold pending the outcome of this amendment.

The “LC” property in the CUP is developed with a convenience store (and associated car wash) at the intersection, plus a stand-alone car wash on Maize Road, and a bank, a gymnastics club, a retail business (floor tiles), and a day care facility on Maple. Vacant land remains on both street frontages. The “GO” tract on Maize Road is developed with an office. The “MF-29” Multi-family Residential tract within the CUP to the north is developed with duplexes. The property to the west of the CUP is zoned “TF-3” Two-family Residential and is developed with duplexes. The north and west property lines are the common boundary where the solid or semi-solid wall of brick, stone, masonry, architectural tile or other similar material was required. The property to the east of Maize Road consists of offices on property zoned “LC”, then a convalescent care facility on property zoned “MF-29” and a country club on property zoned “MF-18” and “SF-5” and a small vacant tract zoned “MF-18”. The property to the south is zoned “LC” and developed with a convenience store, a funeral home, a veterinary clinic, a strip commercial center, and a fire station. A single-family residential neighborhood is located south of this commercial development.

Analysis: At the District V Advisory Board meeting held November 7, 2005, DAB V voted (9-1) to deny the requested amendment. A number of neighborhood residents were present and spoke in opposition to the requested amendment. Residents stated that the wall should have been installed during previous construction activity. They did not wish to allow the masonry-type screening wall to be replaced with an evergreen screen even if the use of the property being developed between the duplexes and the commercial uses along Maize was multi-family residential use. After discussion, the DAB voted not to alter the existing requirements and to deny the requested amendment.

At the MAPC meeting held November 17, 2005, MAPC voted (9-0) to approve the requested amendment subject to staff recommendations. No citizens or neighborhood residents spoke at the meeting. MAPC recommendations are as follows:

1. If Parcel 2 or Parcel 3, separately, or Parcel 2 and 3, combined, are developed with residential use, a solid evergreen buffer with solid screening effect to be achieved within three growing seasons and minimum height of 5-6 feet at installation may be installed in lieu of standard CUP requirement of a solid or semi-solid wall of brick, stone, masonry, architectural tile or other similar material plus a landscape buffer of one shade tree or equivalent every 40 feet along the north property line of Parcel 2 and Parcel 3 and a the west property line of Parcel 3. The screening shall be installed for the entire length of the entire parcel(s) being developed prior to issuance of a Certificate of Occupancy, and a Landscape Plan shall be approved in compliance with these requirements prior to the issuance of a building permit.
2. If Parcel 2 or Parcel 3, separately, or Parcel 2 and 3, combined, are developed with commercial use, the screening requirement shall be the standard UZC requirement for CUPs per UZC Art. III, Section III-C.2(d) AND the standard commercial/residential buffer requirements of the Landscape Ordinance.
3. Add the following uses to Parcel 2 and Parcel 3: Multi-family use pursuant to the property development standards of the “MF-29” Multi-family Residential Zoning District.

4. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.

5. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.

6. The applicant shall submit 4 revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by MAPC, or the Governing Body, if required, or the request shall be considered denied and closed. The revised copies of the CUP shall amend those sections of Parcel Descriptions and General Provision #7 altered by this amendment and shall be revised to include all previously granted adjustments.

Financial Considerations: None

Legal Considerations: Because of the District V Advisory Board recommendation of denial, the request is being appealed to the Governing Body by the Planning Director to review the modification of the screening wall requirements of Article III, Section III-C.2.b(2)(d) of the Unified Zoning Code. Waivers or modifications to Unified Zoning Code screening requirements for community unit plans are permitted per Article III, Section III-C.2.d by the MAPC or Governing Body where the objectives of the Comprehensive Plan and good planning practices are furthered, the specific reasons for such modification are set out, and the modification or waiver meets the criteria and purpose of Article III, Section III-C.

Recommendation/Actions:

1. Concur with the findings of the MAPC and approve Amendment #2; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a 2/3 majority vote of the membership of the governing body on the first hearing.)

### **Agenda Item 43**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1196

TO: Mayor and City Council Members



SUBJECT: SUB 2004-140 -- Plat of Waterwalk Phase 1 Addition, Located North of Kellogg and West of Broadway. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

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Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (9-0)

Background: This unplatted site, consisting of four lots on 6.06 acres, is located within Wichita's city limits. A zone change (PUD 2005-03) from SF-5, Single-family Residential District to PUD, Planned Unit Development has been approved for this site.

Analysis: Municipal services are available to serve the site.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within thirty (30) days. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Legal Considerations: None identified.

Recommendations/Actions: It is recommended that the City Council approve the plat, authorize the necessary signatures and approve first reading of the Ordinance.

(150004) Published in The Wichita Eagle on \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-

C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. PUD 2005-03

Request for zone change from request from SF-5, Single-family Residential District to PUD, Planned

Unit Development, for property described as:

Lots 1 and 2, Block 1; Lot 1, Block 2; and Lot 1, Block 3, Waterwalk Phase 1 Addition, Wichita, Sedgwick County, Kansas.

Generally located north of Kellogg and west of Broadway.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Carlos Mayans, Mayor

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

### **Agenda Item No. 44**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1197

TO: Mayor and City Council Members

SUBJECT: SUB 2005-25 -- Plat of Casa Bella Addition, Located on the North Side of Pawnee and West of 127th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

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Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of 94 lots on 52.26 acres, is located within Wichita's city limits and is zoned SF-5, Single-Family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for paving, water, sewer and drainage improvements. Restrictive Covenants were submitted to: 1) create a Lot Owners' Association for the ownership and maintenance of the proposed reserves being platted for drainage purposes; and 2) provide four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Financial Consideration: None.

Legal Considerations: The Certificate of Petitions and Restrictive Covenants will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

### **Agenda Item No. 45**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1198

TO: Mayor and City Council Members

SUBJECT: SUB 2005-108 -- Plat of KDMM Second Addition, Located on the North side of 53rd St. North, East of Tyler Road.

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

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Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site, consisting of one lot on 2.6 acres, is located in the County within three miles of Wichita's city limits. This site has been approved for a County zone change (ZON 2005-43) from RR, Rural Residential District to NO, Neighborhood Office District.

Analysis: The City of Maize will be providing future water and sewer services. Since neither sanitary sewer nor municipal water is available to serve this property, County Code Enforcement has approved on-site sewerage and water well facilities.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council approve the plat and authorize the necessary signatures.

### **Agenda Item No. 46**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1199

TO: Mayor and City Council Members

SUBJECT: Authorize the Mayor to sign the agreement for the Minisa Bridge Restoration project partially funded by Transportation Enhancement grant. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

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Recommendation: Authorize the Mayor to sign the Agreement.

Background: Transportation Enhancement is a funding category of the federal transportation program (TEA-21) that is administered through the Kansas Department of Transportation. The three categories under enhancement are: 1) historic preservation of transportation structures, 2) scenic and environmental and 3) pedestrian and bicycle facilities. Applications sponsored by the City of Wichita compete for these funds with other statewide projects. Only tax levying entities can sponsor applications.

Analysis: In November 2004, the City Council passed Resolution 04-608 to submit an application for funding the Minisa Bridge Restoration Project. The reconstruction and repair of the historic Minisa Bridge, will include work on the bridge deck, sidewalk, railing and surface.

Financial Considerations: The City has received official notification of the award of the Transportation Enhancement funding for the Historic Minisa Bridge Restoration project in the amount of \$621,054. The City will provide 30 percent match (\$230,956.00) and KDOT Transportation Enhancement funding the remaining 70 percent (\$434,738.00) through a reimbursement program. The 2005-2014 Capital Improvement Plan for the City of Wichita includes a budgeted item for the repair of the Minisa Bridge.

Legal Considerations: The City of Wichita City accepts responsibility for coordination of this project and is committed to funding 30% of the total project cost as a local match contribution.

Recommendations/Actions: Staff recommends that the City Council authorize the Mayor to sign the Kansas Department of Transportation (KDOT) Historic Minisa Bridge Project Agreement.

### **Agenda Item No. 47**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1200

TO: Mayor and City Council Members

SUBJECT: DR2005-36 City of Wichita Boundary Resolution

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

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Recommendation: Approve the boundary resolution.

Background: The City of Wichita is required by Kansas State law to annually prepare a description of the corporate boundaries. The law requires that the description shall define the boundaries after incorporating all changes made through annexation or exclusions of territory since December 14, 2004.

During the calendar year 2005, the City of Wichita approved a total of sixteen (16) annexations, with one (1) of those being unilateral. This added a total of 958.21 acres (1.497 sq. mi.) to the City, resulting in a Wichita corporate area of 156.524 sq. mi., as of December 31, 2005.

Analysis: City Engineering staff has prepared a legal description of all territory annexed into the City of Wichita effective December 20, 2005.

Legal Considerations: K.S.A. 12-517 requires that for any year in which any territory has been added or excluded from any city, the governing body of such city shall declare, by resolution, the entire boundary of the city. The Law Department has reviewed and approved the Resolution as to form.

Recommendations/Actions: Approve the City of Wichita boundary resolution.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION DECLARING, ESTABLISHING AND DEFINING THE CITY LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS, AFTER ALL ANNEXATIONS OF TERRITORY AND EXCLUSIONS OF TERRITORY SINCE DECEMBER, 2004.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1: That hereafter and until altered or changed in accordance with the law, the City Limits are, and the entire boundaries of the City of Wichita, Kansas are hereby defined, established and declared to be as follows:

Beginning at the intersection of the north right-of-way line of 13th Street North and the west right-of-way line of 127th Street East; thence east along said north line to the west line of the east half of Section 11, Township 27 South, Range 2 East of the 6th P.M.; thence north along said west line to a point 665.52 feet north of the southeast corner of the Northwest Quarter of said Section 11, said point being the intersection of said west line with the southerly line of Reed's Cove 3rd Addition; thence easterly and northerly along the easterly line of said Addition to the south right-of-way line of 21st Street North; thence west along said south line to the west line of the east half of said Section 11; thence north along said west line and the west line of the

Southeast Quarter of Section 2, Township 27 South, Range 2 East to the north right-of-way line of 21st Street North; thence east along said north line to the west right-of-way line of 143rd Street East; thence north along said west line to the north line of the south half of said Section 2; thence west along said north line and the north line of the Southeast Quarter of Section 3, Township 27 South, Range 2 East of the 6th P.M. to the west line of said Southeast Quarter; thence south along said west line to the east right-of-way line of K-96 Highway; thence southerly along said east line to the north right-of-way line of 21st Street North; thence west along said north line to the west right-of-way line of K-96; thence northerly and westerly along K-96 right-of-way to the east right-of-way line of Greenwich Road; thence north along said east right-of-way line to the south right-of-way line of 29th North; thence west along said south right-of-way line to the west right-of-way line of Greenwich Road; thence North along said west right-of-way line to the north right-of-way line of 29th Street North; thence west along said north line to a point 772 feet west of the east line of the Southeast Quarter of Section 33, Township 26 South, Range 2 East of the 6th P.M.; thence north parallel to said east line 1207.31 feet; thence east parallel to the north line of said Southeast Quarter to the west right-of-way line of Greenwich Road; thence north along said west line to the north line of the south half of said Southeast Quarter; thence west along said north line of the south half to the east line of the west half of Section 33, Township 26 South, Range 2 East of the 6th P.M.; thence north along said east line and the east line of the West Half of Section 28, Township 26 South, Range 2 East of the 6th P.M. to a point 100 feet south of the north line of the south half of the Northwest Quarter of said Section 28; thence west parallel to and 100 feet south of said north line to the east right-of-way line of Webb Road; thence south along said east line to the south line of said Northwest Quarter; thence west along said south line and the north line of the Southeast Quarter of Section 29, Township 26 South, Range 2 East of the 6th P.M. to the west right-of-way line of Webb Road; thence north along said west line to the south right-of-way line of 45th Street North; thence west along said south line to the east line of the west half of said Section 29; thence north along the east line of said west half and the east line of the west half of Section 20, Township 26 South, Range 2 East of the 6th P.M. to the south right-of-way line of the Union Pacific Railroad; thence southwesterly along said south line to the north right-of-way line of 45th Street North; thence west along said north line to the north right-of-way line of the Union Pacific Railroad; thence northeasterly along said north line to the east line of the Southwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M.; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of Rock Road; thence south along said east line to the north right-of-way line of 45th Street North; thence west along said north line to the west right-of-way line of Rock Road; thence south along said west line to the northerly right-of-way line of the Missouri-Pacific Railroad; thence southwesterly along said northerly right-of-way line to a point one thousand four hundred sixty-five and one hundredth (1465.01) feet northeast of its intersection with the west line of the east half of Section 30, Township 26 South Range 2 East of the 6th P.M.; thence north with a deflection to the right of one hundred seventeen degrees, thirty-one minutes, forty-one seconds (117°31'41"), to the south right-of-way line of 45th Street North; thence west along said south line to the west line of the east half of said Section 30; thence south along said west line to the northerly right-of-way line of the Missouri-Pacific Railroad; thence southwesterly along said northerly right-of-way line to the east right-of-way line of Woodlawn Boulevard; thence south along said east line to the south right-of-way line of 37th Street North; thence west along said

south line to the west line of Oliver; thence north along said west right-of-way line of Oliver to the south right-of-way line of 53rd Street North; thence west along said south line to the south right-of-way line of K-254 Highway; thence southwesterly along said south line to the east right-of-way line of the Union Pacific Railroad; thence southwesterly along said east line to the west line of the east half of the Southwest Quarter of Section 23, Township 26 South, Range 1 East of the 6th P.M.; thence south along said west line to a point 275 feet north of the south line of said Southwest Quarter; thence east parallel with said south line to a point 225 feet east of the west line of the east half of said Southwest Quarter; thence south parallel to said west line to the south right-of-way line of 45th Street North; thence west along said south line to the west right-of-way line of Hillside Avenue; thence south along said west line to the east right-of-way line of the Union Pacific Railroad; thence southwesterly along said right-of-way line to the north right-of-way line of 37th Street North; thence west along said north line to the east line of the Southwest Quarter of Section 27, Township 26 South, Range 1 East of the 6th P.M., thence north along said east line and said east line extended north to the south line of the north half of the Northeast Quarter of said Section 27; thence easterly along said south line bearing North 89° 52' 48" East, two thousand two hundred sixty-two and fifty-six hundredths (2262.56) feet to a point on the northwest right-of-way line of the Rock Island Railroad; thence along said right-of-way line bearing North 30° 19' 25" East three hundred thirty-nine and four hundredths (339.04) feet; thence North 59° 40' 35" West, twenty-five (25) feet; thence North 30° 19' 25" East, three hundred (300) feet to a point on the west right-of-way line of Hillside Avenue; thence north along said west line to the south right-of-way line of Highway K-254; thence southwesterly along said south line to the east right-of-way line of Hydraulic; thence north along said east line to the north right-of-way line of Highway K-254; thence northeasterly along said north line to the west right-of-way line of Hillside Avenue; thence northerly along said west right-of-way line to the south right-of-way line of 53rd Street North; thence west along said south line to the east line of the Northwest Quarter of Section 22, Township 26 South, Range 1 East of the 6th P.M.; thence south along said east line and the east line of the Southwest Quarter of said Section 22 to the northeast corner of the southeast quarter of said Southwest Quarter; thence west along the north line of said southeast quarter of the Southwest Quarter to the west line of the east half of said Southeast Quarter; thence south along said west line to a point 648.16 feet north of the south line of said Southeast Quarter; thence east to a point 647.7 feet north and 336 feet west of the southeast corner of said Southeast Quarter; thence south to the north right-of-way line of 45th Street North; thence east along said north line to the west right-of-way line of Highway K-254; thence southwesterly along said west line to the south right-of-way line of 45th Street North; thence west along said south line to the east right-of-way line of Hydraulic; thence south along said east line to the south right-of-way line of Highway K-254 right-of-way; thence westerly along said line to the west right-of-way line of Hydraulic; thence south along said west line to the southerly right-of-way line of the Chisholm Creek Diversion; thence southwesterly along said right-of-way line to a point 100 feet west of the east line of the Southwest Quarter Section 28, Township 26 South, Range 1 East of the 6th P.M., said point being the west right-of-way line of St. Louis and San Francisco Railroad; thence north along said west line to the north right-of-way line of the Chisholm Creek Diversion; thence westerly along said north line to the east right-of-way line of Lawrence Road; thence north along said east right-of-way line to the south right-of-way line of Interstate Highway 235; thence northeasterly and easterly along said south line to a point 860.7 feet west of the east line of said Southwest Quarter; thence north to the north line



of said Southwest Quarter; thence west to the east line of the southwest quarter of the Northwest Quarter of Section 28, Township 26 South, Range 1 East of the 6th P.M.; thence north along said east line to the north line of said southwest quarter of the Northwest Quarter; thence west along said north line of said southwest quarter of the Northwest Quarter to a point 622.8 feet east of the west line of said Northwest Quarter; thence north parallel to the west line of said Northwest Quarter to the south right-of-way line of 45th Street North; thence west along said south line to the west line of said Northwest Quarter; thence south along said west line to a point 1620.84 feet north of the south line of said Northwest Quarter; thence west parallel to the south line of the Northeast Quarter of Section 29, Township 26 South, Range 1 East of the 6th P.M. to the east line of the Wichita-Valley Center Flood Control (Condemnation Case A-41035); thence northerly and westerly along said east line to the westerly right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence northwesterly along said westerly line to the south right-of-way line of 61st Street North; thence east along said south line to the northerly line of the St. Louis and San Francisco Railroad; thence southeasterly along said northerly line to a line parallel to and 370.01 feet west of the east line of the Northwest Quarter, Section 17, Township 26 South, Range 1 East of the 6th P.M.; thence north along said line to the south right-of-way line of 61st Street North; thence west along said south line to the east bank of the Little Arkansas River; thence north along the east bank to the north line of the Southeast Quarter of Section 7, Township 26 South, Range 1 East of the 6th P.M.; thence west along said north line to the east line of the Southwest Quarter of Section 7, Township 27 South, Range 1 East; thence north along said east line and the east line of the Northwest Quarter of said Section 7 to the north line of Reserve A, Rio Vista Estates Third Addition; thence westerly along said north line and the northerly line of Reserve A, Rio Vista Estates Second Addition to the east right-of-way line of Meridian; thence south along said east line to the south line of Rio Vista Estates Addition; thence east along said south line to the east line of the Northwest Quarter, Section 18, Township 26 South, Range 1 East of the 6th P.M.; thence south along the east line of said Northwest Quarter to the south line of said Northwest Quarter; thence west along said south line of said Northwest Quarter to a point 700 feet east of the west line of said Northwest Quarter; thence north parallel to said west line 130 feet; thence west parallel to said south line 200 feet; thence south parallel to said west line 130 feet to the south line of said Northwest Quarter; thence west along said south line 30 feet; thence north parallel to said west line 230 feet; thence west parallel to said south line to the east right-of-way line of Meridian; thence south along said east line to a point 550 feet south of the north line of the southwest quarter of the Northwest Quarter of Section 19, Township 26 South, Range 1 East of the 6th P.M.; thence west to the west right-of-way line of Meridian; thence north along said west line to the north line of the south half of the Northeast Quarter, Section 24, Township 26 South, Range 1 West; thence west along said north line and the north line of the south half of the Northwest Quarter of said Section 24 to the east line of the Wichita-Valley Center Flood Control right-of-way; thence south along said east line to a line 650 feet north of and parallel to the south line of the north half of said Section 24; thence west along said south line and said line extended to the west mean high bank of the Arkansas River; thence southeasterly along said west mean high bank to the north line of the south half of Section 23, Township 26 South, Range 1 West extended east; thence west along said north line and said line extended to the east right-of-way line of Hoover; thence south along said east line to the north right-of-way line of K-96 Highway; thence easterly and southeasterly along said north line to the west mean high bank of the Arkansas River; thence southerly along said high bank to the south

line of the north half of Section 36, Township 26 South, Range 1 West of the 6th P.M.; thence east along said south line to the west right-of-way line of Interstate Highway 235; thence southerly and southwesterly along said right-of-way to the north line of Section 1, Township 27 South, Range 1 West of the 6th P.M.; thence west along said north line to the east right-of-way line of West Street; thence south along said east line to the west line of the Big Slough-Cowskin Creek Floodway; thence southwesterly along said west line to the south right-of-way line of 21st Street North; thence west along said south line to the east line of the southwest quarter of the Southwest Quarter of Section 2, Township 27 South, Range 1 West as extended south; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line and said line extended to the west right-of-way line of Hoover; thence north along said west line to a point 300 feet north of the south line of the north half of the Northeast Quarter of Section 34, Township 26 South, Range 1 West of the 6th P.M., thence west parallel to said south line 841 feet; thence south parallel to the east line of said Northeast Quarter to the south line of the north half of said Northeast Quarter; thence west along said south line to the east line of the Northwest Quarter of Section 34, Township 26 South, Range 1 West of the 6th P.M.; thence north along said east line and said east line extended to the north right-of-way line of 37th Street North; thence west along said north line to the west right-of-way line of Ridge Road; thence north along said west line to the south right-of-way line of K-96 Highway; thence west along said south right-of-way line to the north line of the Southeast Quarter of Section 28, Township 26 South, Range 1 West of the 6th P.M.; thence west along said north line and the north line of the Southwest Quarter of said Section 28 to the east right-of-way line of Tyler Road; thence south along said east line to a point 855 feet north of the south line of said Southwest Quarter; thence east parallel to said south line to a point 264 feet east of the west line of said Southwest Quarter; thence south to the north right-of-way line of 37th St. N., thence east along said north line to the west line of the Kansas Southwestern Railroad; thence southeasterly along said west line to the south right-of-way line of 37th St. N.; thence west along said south right-of-way line to the east line of the Northwest Quarter of Section 32, Township 26 South, Range 1 West of the 6th P.M.; thence north along said east line and said line extended to the north right-of-way line of 37th Street North; thence west along said north right-of-way line to the east right-of-way line of Maize Road; thence north along said east right-of-way line to the north line of the south half of the Southeast Quarter of Section 30, Township 26 South, Range 1 West of the 6th P.M. as extended east; thence west along said line and said line extended to the west line of said Southeast Quarter; thence south along said west line to the south right-of-way line of 37th Street North; thence west along said south line 419.2 feet; thence south parallel with the east line of the Northwest Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M. to a point 1039.65 feet south of the north line of said Northwest Quarter; thence east parallel to the north line of said Northwest Quarter to the east line of said Northwest Quarter; thence north along said east line to the south right-of-way line of 37th Street North; thence east along said south line to a point 1573.47 feet west of the east line of the Northeast Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M.; thence south parallel with said east line 981.06 feet; thence east parallel with the north line of said Northeast Quarter 750 feet; thence north parallel with the east line of said Northeast Quarter 513.04 feet; thence west parallel to the north line of said Northeast Quarter 117.17 feet; thence north parallel to the east line of said Northeast Quarter 470 feet to the south right-of-way line of 37th Street North; thence east along said south line to the west right-of-way line of Maize Road; thence south along said west

line to a point 997.78 feet south of the north line of the Southeast Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M.; thence east parallel with the north line of said Southeast Quarter to the east right-of-way line of Maize Road; thence south along said east right-of-way line to a point 501.06 feet, more or less, south of the north line of the south half of the Southwest Quarter of Section 32, Township 26 South, Range 1 West of the 6th P.M.; thence east parallel to said north line 519.44 feet; thence northwesterly 54.11 feet; thence east parallel with said north line 122.59 feet; thence north parallel with the west line of said Southwest Quarter to the north line of the south half of said Southwest Quarter; thence east parallel to the north line of said Southwest Quarter to a point on the west line of Reserve "G", Fox Ridge Addition; thence south along said west line to a point 626.16 feet north of the south line of said Southwest Quarter; thence west to a point 140 feet west of the west line of the southeast quarter of said Southwest Quarter; thence south parallel to said west line a point 70 feet north of the south line of said Southwest Quarter; ; thence west parallel to the south line of said Southwest Quarter to the east right-of-way line of Maize Road; thence south along said east right-of-way line to the south right-of-way line of 29th Street North; thence east along said south right-of-way line to the east line of the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M.; thence south along said east line to the south line of Government Lots 3 and 4; thence west along said south lines and said lines extended to the west right-of-way line of Maize Road; thence north along said west line to a point 190 feet south of the north line of the southeast quarter of the Southeast Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M.; thence west parallel to the said north line to the west line of the southeast quarter of said Southeast Quarter; thence north along said west line to the north line of the southwest quarter of said Southeast Quarter; thence west along said north line to the west line of said Southeast Quarter; thence north along said west line to the north line of the Southwest Quarter of said Section 31; thence west along said north line to the east right-of-way line of 119th Street West; thence south along said east line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to the west right-of-way line of 119th Street West; thence south along said west right-of-way line to the north line of the south half of the Southeast Quarter of Section 1, Township 27 South, Range 2 West of the 6th P.M. to a point 507.9 feet east of the west line of said Southeast Quarter; thence north 15 feet; thence west parallel to the north line of said Southeast Quarter to the west line of the Northeast Quarter of said Section 1; thence south along said west line and the west line of the Southeast Quarter of said Section 1 to a point 1689.32 feet north of the south line of said Southeast Quarter; thence east 162.2 feet; thence south 199.32 feet; thence east 340 feet to a point 2101 feet west and 1490 feet north of the southeast corner of said Southeast Quarter; thence south 500 feet; thence east 30 feet; thence south to the north right-of-way line of 21st Street North; thence east along said north line to a point 680 feet west of the east line of said Southeast Quarter; thence south to the south right-of-way line of 21st Street North; thence west along said south line to a point 329.11 feet east of the northwest corner of the Northeast Quarter of Section 12, Township 27 South, Range 2 West; thence south to the south line of the north half of said Northeast Quarter; thence west along said south line to a point 190 feet east of the west line of said Northeast Quarter; thence south to the south line of said Northeast Quarter; thence west along said south line to the west line of the Southeast Quarter of section 12, Township 27 South, Range 2 West of the 6th P.M.; thence south along said west line 655.62 feet to the center line of the Cowskin Creek; thence easterly, southerly and northerly along said center line to the intersection of said centerline with the south

line of Lot 16, Autumn Ridge Second Addition to Wichita, Sedgwick County, Kansas as extended to the west; thence east along said south line extended to the southwest corner of said Lot 16; thence southerly along the west line of Autumn Ridge Second Addition and the east line of the Floodway Reserve Agreement (dedicated on Film 979, Page 1029) to the north right-of-way line of 13th Street North; thence west along said north right-of-way line to a point 429 feet west of the east line of the Southwest Quarter of Section 12, Township 27 South, Range 2 West; thence north parallel with the east line of said Southwest Quarter to a point 990 feet north of the south line of said Southwest Quarter; thence west parallel with said south line to a point 470 feet east of the west line of said Southwest Quarter; thence south parallel with said west line to a point 511.5 feet north of the south line of said Southwest Quarter; thence west parallel with said south line to the east right-of-way line of 135th Street West; thence south along said east right-of-way line to the north right-of-way line of 13th Street North; thence west along said north line to a point 585.01 feet west of the east line of the Southeast Quarter of Section 11, Township 27 South, Range 2 West of the 6th P.M.; thence north parallel to said east line to a point 988.7 feet north of the south line of said Southeast Quarter; thence east parallel to said south line to the west right-of-way line of 135th Street West; thence north along said west line to a point 1637.07 feet north of the south line of said Southeast Quarter; thence west parallel to said south line to the east line of the west half of said Southeast Quarter; thence north parallel to said east line to the north line of said Southeast Quarter; thence west along said north line to the northwest corner of said Southeast Quarter; thence south along the west line of said Southeast Quarter to the north right-of-way line of 13th Street North; thence east along said north line to the west line of the east half of said Southeast Quarter; thence south along said west line and said line extended to the south line of the east half of the Northeast Quarter of Section 14, Township 27 South, Range 2 West of the 6th P.M.; thence east along said south line to the west right-of-way line of 135th Street West; thence north along said west line to a point 514.84 feet north of the south line of said Northeast Quarter; thence S89°35'25"W parallel with the north line of said Northeast Quarter, 205.00 feet; thence N37°54'47"W, 257.72 feet to a point 2118.00 feet south of the north line of said Northeast Quarter as measured parallel with the east line of said Northeast Quarter; thence N10°23'23"W, 290.60 feet; thence N18°23'06"E, 113.38 feet; thence N89°35'25"E parallel with the north line of said Northeast Quarter, 380.01 feet to the west right-of-way line of 135th Street West; thence north along said west line to the south right-of-way line of 13th Street North; thence east along said south line to a point 430 feet east of the west line of the Northwest Quarter of Section 13, Township 27 South, Range 2 West of the 6th P.M.; thence south parallel with said west line to a point 531.30 feet south of the north line of said Northwest Quarter; thence west parallel with the north line of said Northwest Quarter to the east right-of-way line of 135th Street West; thence south along said east line to the south line of said Northwest Quarter; thence east along the south line of said Northwest Quarter to the northwest corner of the Southeast Quarter of said Section 13; thence south along the west line of said Southeast Quarter to the north right-of-way line of Central; thence west along said north line to the west line of Block 1, Rainbow Lakes Estates extended north; thence south along said west line to the north line of Section 24, Township 27 South, Range 2 West; thence west along said north line to the west right-of-way line of 135th Street West; thence south along said west line to the south right-of-way line of Central; thence west along said south line to the west line of the Northeast Quarter of Section 23, Township 27 South, Range 2 West of the 6th P.M.; thence south along said west line to the north line of the Southwest Quarter of said Section 23; thence west along said north

line to the west line of the east half of said Section 23; thence south along said west line to the north right-of-way line of Maple; thence east along said north right-of-way line to a point 822.75 feet west of the east line of said Southwest Quarter; thence south parallel to said east line to the south right-of-way line of Maple; thence west along said south right-of-way line to the east line of the Northwest Quarter of Section 27, Township 27 South, Range 2 West of the 6th P.M.; thence south along said east line to the south line of the north half of said Northwest Quarter; thence west along said line to a point 1320 feet east of the west line of said Northwest Quarter; thence north parallel to the west line of said Northwest Quarter 267.3 feet; thence east parallel to the south line of said Northwest Quarter to the west right-of-way line of 162nd Street West; thence north along said west right-of-way line 390.7 feet; thence west parallel to the south line of said Northwest Quarter 295.31 feet; thence south parallel to the west line of said Northwest Quarter 328 feet; thence west parallel to the south line of said Northwest Quarter to the east right-of-way line of 167th Street West; thence south along said east line to the north right-of-way line of U.S. Highway 54; thence east along said north line to the west line of the Southeast Quarter of Section 27, Township 27 South, Range 2 West of the 6th P.M.; thence north along said west line to the north line of said Southeast Quarter; thence east along said north line to the east right-of-way line of Reece Road; thence south along said east line to the south right-of-way line of Moscelyn Lane; thence east and easterly along said south line to the west right-of-way line of 151st Street West; thence south along said west line to the north right-of-way line of Grassmere Lane; thence west along said north line to the west line of Tapestry Meadows Third Addition, said line being 997 feet west of the east line of said Southeast Quarter; thence south along said west line and the west line of Tapestry Meadows Second Addition to the north right-of-way line of U.S. 54 Highway; thence east along said north line to the west right-of-way line of 135th Street West; thence north along said west line to the north line of the Southeast Quarter Section 26, Township 27 South, Range 2 West of the 6th P.M.; thence east along said north line and the north line of the Southwest Quarter Section 25, Township 27 South, Range 2 West to the east line of said Southwest Quarter; thence south along said east line to a point 1722 feet north of the south line of said Southwest Quarter; thence west parallel to said north line 250 feet; thence south parallel said east line to the north right-of-way line of U.S. 54 Highway as condemned in Case No. A-38302; thence east along said north right-of-way line to the east right-of-way line of 119th Street West; thence south along said east line to the north line of the south half of Section 31, Township 27 South, Range 1 West; thence east along said north line to a point 316 feet east of the west line of said Section 31; thence south 275.7 feet; thence west to the east right-of-way line of 119th Street West; thence south along said east line to a point 615 feet south of the north line of the Southwest Quarter of said Section 31; thence east 295 feet; thence south 495 feet; thence west to the east right-of-way line of 119th Street West; thence south along said east line to the north right-of-way line of Pawnee; thence east along said north line to the west right-of-way line of Lark Lane; thence south along said west line to the south right-of-way line of Pawnee; thence west along said south line to the west line of the Northeast Quarter of Section 6, Township 28 South, Range 1 West of the 6th P.M.; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to the west right-of-way line of Maize Road; thence north along said west line to a point 943 feet south of the north line of said Northeast Quarter; thence west parallel with said north line to a point 475 feet west of the east line of said Northeast Quarter; thence north parallel with said east line to the south right-of-way line of Pawnee; thence east along said south line to the east right-of-way line of Maize Road;

thence south along said east line to the north line of the south half of Section 5, Township 28 South, Range 1 West of the 6th P.M.; thence east along the north line of said south half to the west line of the east half of said Section 5; thence south along the west line of said east half and the west line of the east half of Section 8, Township 28 South, Range 1 West of the 6th P.M. to the south right-of-way line of 31st Street South; thence west along said south line to the east right-of-way line of Maize Road; thence south along said east line to the north right-of-way line of K-42 Highway; thence northeasterly along said north line to a point 50 feet west of the east line of the Northeast Quarter, Section 9, Township 28 South, Range 1 West; thence south parallel to said east line to a line 50 feet south of and parallel to the South right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence southwesterly along said line to a point 417.29 feet west of the east line of said Quarter Section measured along said line; thence northwesterly at right angles to said line 50 feet to the south line of said Railroad right-of-way; thence southerly and westerly along the south right-of-way line of the Atchison, Topeka and Santa Fe Railroad to the east right-of-way line of Maize Road; thence south along said east line to the north right-of-way line of MacArthur Road; thence east along said north line to the west right-of-way line of Tyler Road; thence north along said west line to the south line of the north half of the Southwest Quarter of Section 9, Township 28 South, Range 1 West extended west; thence east along said south line to the east line of said Southwest Quarter; thence north along said east line of said Southwest Quarter to the southwest corner of the Northeast Quarter of said Section 9; thence east along the south line of said Northeast Quarter to the west right-of-way line of Ridge Road; thence north along said west line and said line extended to the north right-of-way line of Highway K-42; thence northeasterly along said right-of-way line to a point two hundred ten (210) feet west of the Center Line of Section 3, Township 28 South, Range 1 West of the 6th P.M.; thence north along a line parallel to and two hundred ten (210) feet west of said Center Line a distance of three hundred twenty-eight and three tenths (328.3) feet; thence west at ninety (90) degrees a distance of three hundred ninety (390) feet; thence north along a line parallel to and six hundred (600) feet west of the Center Line of said Section 3 to a point three hundred twenty-seven and four tenths (327.4) feet south and 600 feet west of the southwest corner of the northwest quarter of the Northeast Quarter of said Section 3; thence east at ninety (90) degrees to a point on the Center Line of said Section 3, three hundred twenty-seven and four tenths (327.4) feet south of the southwest corner of the northwest quarter of the Northeast Quarter of said Section 3; thence north to said southwest corner; thence east along the south line of the north half of the Northeast Quarter of said Section 3 to the west right-of-way line of Hoover Road; thence south along said west line to the south right-of-way line of 31st Street South; thence west along said south line to the west line of the J.I. Case Addition; thence south along said west line a distance of 410 feet; thence east 190 feet; thence south along said west line to the north line of Ecco Industrial Addition; thence west along said north line of said Addition to the west line of Ecco Industrial Addition; thence south along said west line to the northeast corner of the Southwest Quarter of Section 10, Township 28 South, Range 1 West; thence west along the north line of said Southwest Section to a point 242.4 feet east of the west line of said Southwest Quarter; thence south parallel with said west line 225 feet; thence east parallel with the north line of said Southwest Quarter to the west right-of-way line of Summitlawn Avenue; thence south along said west line to the north right-of-way line of 35th Street South; thence west along said north line to the east line of Ridge Road; thence south along said east line of Ridge Road to the south line of the north half of the Southwest Quarter of Section 10, Township 28 South, Range 1

West of the 6th P.M.; thence east along said south line to the east line of said Southwest Quarter; thence south along said east line to the north right-of-way line of MacArthur Road; thence east along said north line to the west right-of-way line of West Street; thence north along said west line to a point 335 feet south of the north line of the Southeast Quarter of said Section 11; thence west along a line parallel with the north line of said Southeast Quarter a distance of 480 feet; thence north along a line parallel with the east line of said Southeast Quarter a distance of 300 feet; thence east along a line parallel with the north line of said Southeast Quarter to the west right-of-way line of West Street; thence north along said west line to the southerly right-of-way line of Interstate 235 Highway; thence southerly and easterly along said right-of-way line to the east right-of-way line of West Street; thence south along the said east line to the south line of Lot 2, Block A, Carmichael Addition; thence east along said south line to the west line of Lot 1, Trimmell Addition; thence south along said west line to the north line of Lot 1, Delgado Addition; thence west along said north line to the east right-of-way line of West Street; thence south along said east line a distance of 250.46 feet; thence east along a line parallel to the north line of the Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M. a distance of 248.71 feet; thence north along a line parallel with the west line of said Southwest Quarter to the south line of Lot 1, Trimmell Addition; thence east along said south line of said Addition to the east line of said Addition; thence north along said east line of Trimmell Addition and the east line of Carmichael Addition to the southerly right-of-way line of Interstate 235 Highway; thence southerly and easterly along said right-of-way line to a point 1998.2 feet east of the west line of the Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M.; thence south parallel to said west line to the north right-of-way line of MacArthur Road; thence east along said north line to a point 359.34 feet west of the east line of said Southwest Quarter; thence north parallel to said east line to a point 359.34 feet west and 610.4 feet north of the southeast corner of said Southwest Quarter; thence east 194.34 feet to a point 610.4 feet north and 165 feet west of said southeast corner; thence north to a point 165 feet west of and 1326 feet north of said southeast corner, thence east to the east line of said Southwest Quarter; thence south along said east line to a point one thousand three hundred twenty and six tenths (1320.6) feet, more or less, north of the south line of the Southeast Quarter of said Section 12; thence east parallel with said south line to the west right-of-way line of Meridian Avenue; thence south along said west line to a point 168.3 feet north of the south line of the Northeast Quarter, Section 13, Township 28 South, Range 1 West of the 6th P.M.; thence west 203.8 feet; thence south 168.3 feet to the south line of the north half of said Section 13; thence west along the south line of said north half to the southeast corner of the Northwest Quarter of said Section 13; thence north along the east line of said Northwest Quarter to the north line of the south half of the south half of said Northwest Quarter; thence west along said north line to a point 660 feet east of the west line of said Northwest Quarter; thence south parallel with the west line of said Northwest Quarter 395 feet; thence west parallel with the south line of said Northwest Quarter to the east right-of-way line of West Street; thence south along said east line to a point 754 feet north of the south line of the Southwest Quarter Section 13, Township 28 South, Range 1 West of the 6th P. M.; thence east parallel to said south line to a point 208.71 feet east of the west line of said Southwest Quarter; thence south parallel to the west line of said Southwest Quarter 135 feet; thence east parallel to the south line of said Southwest Quarter to a point 600 feet east of the west line of said Southwest Quarter; thence south parallel to said west line to the north right-of-way line of 47th Street South; thence east along said north line to the west line of the Southeast

Quarter of Section 13, Township 28 South, Range 1 West of the 6th P.M.; thence north along said west line to the north line of the south half of said Southeast Quarter; thence east along said north line to the west line of the east half of said Southeast Quarter; thence south along said west line to the north right-of-way line of 47th Street South; thence east along said north line to a point 380 feet west of the east line of said Quarter Section; thence north parallel to said east line to a point 380 feet north of the south line of said Quarter Section; thence east parallel to said south line to the west right-of-way line of Meridian Avenue; thence south along said west line to the south right-of-way line of 47th Street South; thence west along said south line to the west line of the east half of the Northeast Quarter of Section 24, Township 28 South, Range 1 West; thence south along said west line to the south line of said Northeast Quarter; thence west along said south line to the east line of the west half of the west half of said Northeast Quarter; thence north along said east line to the south right-of-way line of 47th Street South; thence west along said south line to the west line of said Northeast Quarter; thence south along said west line of said Northeast Quarter and the west line of the northwest quarter of the Southeast Quarter of said Section 24 to the south line of said northwest quarter of the Southeast Quarter; thence east along said south line and the south line of the northeast quarter of said Southeast Quarter to the west line of the east half of Section 19, Township 28 South, Range 1 East extended; thence south along said west line and said line extended to the south right-of-way line of 55th Street South; thence west along said south line to the west line of the east half of the northeast quarter of the Northwest Quarter of Section 30, Township 28 South, Range 1 East of the 6th P.M.; thence south along said west line to the south line of the northeast quarter of said Northwest Quarter; thence east along said south line to the west line of the Northeast Quarter of Section 30, Township 28 South, Range 1 East of the 6th P.M.; thence south along said west line to the north line of the Southeast Quarter of said Section 30; thence east along said north line to a point 400 feet west of the east line of the west half of said Southeast Quarter; thence south parallel to said west line to the north right-of-way line of 63rd Street South; thence east along said north line to the east line of the Union Pacific Railroad; thence northeasterly along said east line to the south line of the north half of Section 29, Township 28 South, Range 1 East of the 6th P.M.; thence east along said south line and the south line of the Northwest Quarter of Section 28, Township 28 South, Range 1 East of the 6th P.M. to the east line of said Northwest Quarter; thence north along said east line to the north line of the south half of the Northeast Quarter of Section 28, Township 28 South, Range 1 East of the 6th P.M.; thence east along said north line to the north line of the Riverside Drainage Canal; thence east along said north line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to the north line of Becker Addition, Sedgwick County, Kansas; thence west along north line of said Addition to a point 486.8 feet west of the east line of the Southeast Quarter of Section 24, Township 28 South, Range 1 West, said point being the west line of Becker Addition; thence south 301.17 feet along said west line to the north line of the Southeast Quarter of said Section 24; thence west along said north line to the east right-of-way line of the Kansas Turnpike; thence southerly along said east line to the west line of the said Southeast Quarter; thence south along said west line to the north right-of-way line of 63rd Street South; thence east along said north right-of-way line to the west line of the eastern portion of the Riverside Levee; thence northeasterly along said west line to the east line of the Southwest Quarter of Section 27, Township 28 South, Range 1 East of the 6th P.M.; thence north along said east line to the south line of Government Lot 7, located in the Southeast Quarter of Section 27, Township 28 South, Range 1 East of the 6th P.M.; thence east along said



south line to the right bank of the Arkansas River; thence northerly along said right bank to the south line of Mona Kay Matlock Addition extended from the West; thence west to the westerly right-of-way line of the Riverside Levee; thence northerly along said right-of-way line to the north line of the Northwest Quarter of Section 22, Township 28 South, Range 1 East of the 6th P.M.; thence east along said north line to the right bank of the Arkansas River; thence northerly along said right bank to the northerly right-of-way line of the Kansas Turnpike; thence easterly along said right-of-way line to the south line of the north half of Section 11, Township 28 South, Range 1 East of the 6th P.M.; thence east along said south line to the east line of Lot 6, Block 3, Turnpike Industrial Addition; thence north along the east line of Lots 6, 5, 4, and 3 in said Block 3, to the south line of Lot 2 in said Block 3; thence east along the south line of Lots 2 and 1 in said Block 3, to the east line of said Lot 1; thence north along said east line to the south line of Colfax Avenue; thence east along said south line and said line extended to the east right-of-way line of Oliver Street; thence north along said east line to the north right-of-way line of 31st Street South; thence east along said north line to the east line of the Southwest Quarter of Section 1, Township 28 South, Range 1 East of the 6th P.M.; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of George Washington Boulevard; thence northwesterly along said east line to the south right-of-way line of the Kansas Turnpike; thence northeasterly along said right-of-way line to a line 300 feet south and parallel to the south right-of-way line of Pawnee Avenue; thence east on said line to the east line of the Northwest Quarter of said Section 1; thence north to the northerly right-of-way line of the Kansas Turnpike; thence northeasterly along said right-of-way line to the south right-of-way line of Harry; thence east along said south line to the west line of the east half of the Northeast Quarter, Section 31, Township 27 South, Range 2 East; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to the west right-of-way line of Rock Road; thence south along said west line to a point forty (40) feet south of the north line of the Northeast Quarter, Section 6, Township 28 South, Range 2 East of the 6th P.M.; thence east parallel to the north line of said Northeast Quarter and the north line of the Northwest Quarter, Section 5, Township 28 South, Range 2 East of the 6th P.M., to the east right-of-way line of Rock Road; thence south along said east line to the south line of said Northwest Quarter; thence east along said south line and said line extended to a point on the north line of the Southeast Quarter, Section 5, Township 28 South, Range 2 East, said point being 240 feet east of the northwest corner of said Southeast Quarter; thence south parallel with the west line of said Southeast Quarter, 1015.17 feet more or less to a point 310 feet north of the south line of the Northwest Quarter of said Southeast Quarter; thence west parallel with the south line of the northwest quarter of said Southeast Quarter 105 feet; thence south parallel with the west line of said Southeast Quarter 310 feet to a point on the south line of the northwest quarter of said Southeast Quarter; thence east along the south line of the northwest quarter of said Southeast Quarter 578.01 feet; thence north parallel with the west line of said Southeast Quarter, 515 feet; thence northeasterly 281.42 feet more or less to a point 912 feet east of the west line of said Southeast Quarter as measured parallel with the north line of said Southeast Quarter and said point being 610.62 feet south of the north line of said Southeast Quarter as measured parallel with the west line of said Southeast Quarter; thence north parallel with the west line of said Southeast Quarter 483.57 feet; thence east at right angles to the last described line 18 feet; thence north parallel with the west line of said Southeast Quarter 127.05 feet to a point on the north line of said Southeast Quarter; thence South 89° 53' 42" East along said north line 120 feet;

thence North 00° East 328.12 feet; thence North 30° West 333.02 feet to the south line of Block 4, Towne Parc 3rd Addition; thence North 60° East 245.92 feet; thence North 90° East, 57.53 feet; thence North 00° East, 120 feet; thence North 19° 28' 23" West, 67.59 feet; thence North 02° 13' 23" West, 120.37 feet to the northeast corner of Lot 14, Block 3, Town Park Third Addition; thence east 333.27 feet to the west line of the northeast quarter of the Northeast Quarter of Section 5, Township 28 South, Range 2 East; thence north along said west line of the northeast quarter of the Northeast Quarter to the south line of said northeast quarter of the Northeast Quarter; thence east along said south line to the west right-of-way line of Webb Road; thence north along said west line a distance of 167 feet; thence west a distance of 302 feet to a point on the east line of Lot 8, Block 3, Turtle Run 2nd Addition; thence north along the east line of Block 3, Turtle Run 2nd Addition a distance of 277 feet; thence east to the west right-of-way line of Webb Road; thence north along said west line to the south right-of-way line of Pawnee; thence east to the east right-of-way line of Webb Road; thence north along said east line to the north right-of-way line of Pawnee; thence east along said north line to the east line of the Southwest Quarter of Section 33, Township 27 South, Range 2 East of the 6th P.M.; thence north along said east line to the south line of the north half of said Section 33; thence east along said south line and the south line of the north half of Section 34, Township 27 South, Range 2 East of the 6th P.M. to the east line of the west half of the Northwest Quarter of said Section; thence north to the south right-of-way line of Harry; thence east along said south line to the west line of the East Half of Section 34, Township 27 South, Range 2 East of the 6th P.M.; thence south along said west line to the north right-of-way line of Pawnee; ; thence east along said north line to the east line of the west half of Section 35, Township 27 South, Range 2 East of the 6th P.M.; thence north along said east line to the south right-of-way line of Harry Street; thence west along said south line to the west right-of-way line of 127th Street East; thence north along said west line to the south line of the north half of Section 27, Township 27 South, Range 2 East of the 6th P.M. and the south line of the north half of Section 26, Township 27 South, Range 2 East of the 6th P.M.; thence east along said south lines to a point on the north line of said Southeast Quarter of said Section 26, said point being 1642.06 feet west of the northeast corner of said Southeast Quarter; thence south parallel to the east line of said Southeast Quarter to the north right-of-way line of Harry Street; thence east along said north right-of-way line to the west right-of-way line of 143rd Street East; thence north along said west right-of-way line to the south right-of-way line of U.S. Highway 54; thence west along said south right-of-way line and the southerly right-of-way line of K-96 Highway to the east right-of-way line of 127th Street East; thence north along said east right-of-way line. to the north right-of-way line of the Kansas Turnpike; thence northeasterly along said north right-of-way line to the east line of the Northwest Quarter, Section 23, Township 27 South, Range 2 East; thence north along said east line to the south right-of-way line of Central; thence west along said south line to the east right-of-way line of the K-96 Bypass; thence southerly along said east line to the north right-of-way line of the Kansas Turnpike; thence south along said north line to the north line of the Southwest Quarter of said Section 23; thence west along said north line to the west right-of-way line of K-96 Highway; thence northwesterly along said west line to the north line of Central; thence west along said north line to the east right-of-way line of 127th Street East; thence north along said east line to the west right-of-way line of K-96 Highway; thence northwesterly along said west line to the north line of the Southeast Quarter of Section 15, Township 27 South, Range 2 East of the 6th P.M.; thence east along said north line to the east right-of-way line of K-96 Highway;

thence southerly along said east line to the west right-of-way line of 127th Street East; thence north along said west line to the point of beginning; and in addition thereto the following tracts of land described as: A tract of land in Sections 34 and 35, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas described as: Beginning at the intersection of the east right-of-way line of Greenwich Road (111th Street East) and the south line of 85th Street North; thence east along said south line to the west line of 127th Street East; thence south along said west line to the north line of the Southwest Quarter, Section 35, Township 25 South, Range 2 East extended west; thence east along said north line to the east line of said Southwest Quarter; thence south along said east line to the north line of the south half of the Southeast Quarter, Section 35, Township 25 South, Range 2 East; thence east along said north line to the west line of 143rd Street East; thence south along said west line to the north line of 77th Street North; thence west along said north line to a point 485.8 feet east of the west line of the Southwest Quarter of Section 35, Township 25 South, Range 2 East; thence north parallel to said west line 455.8 feet; thence west to the west line of 127th Street East; thence south along said west line to the north line of 77th Street North; thence west along said north line to the west line of the east half of the Southwest Quarter, Section 34, Township 25 South, Range 2 East; thence north along said west line to the north line of said Southwest Quarter; thence west along said north line to the east line of Greenwich Road (111th Street East); thence north along said east line to the point of beginning, except road rights-of-way.

And Also:

Tracts of land located in the Southeast Quarter of Section 12 and the Northeast Quarter of Section 13, Township 26 South, Range 1 West of the 6th Principal Meridian, Sedgwick County, Kansas described as:

Beginning at the intersection of the west right-of-way line of Meridian Avenue and the south line of the north half of said Northeast Quarter; thence west along said south line to the west line of said Northeast Quarter; thence north along said west line to the north line of said Northeast Quarter; thence east along said north line 208.71 feet; thence north parallel to said west line to the north right-of-way line of 61st Street North; thence east along said north line to a point 1056.07 feet west of the east line of said Southeast Quarter of Section 12; thence north parallel to the east line of said Southeast Quarter to a point 1650.14 feet north of the south line of said Southeast Quarter; thence east parallel to the south line of said Southeast Quarter to the centerline of the Little Arkansas River; thence southerly along said centerline to the west right-of-way line of Meridian Avenue; thence south along said west line to beginning.

And Also:

The northeast quarter of the northeast quarter of the Southeast Quarter of Section 13, Township 26 South, Range 1 West of the 6th P.M., EXCEPT that part designated for Meridian Avenue right-of-way.

And Also:

A tract of land in the Southeast Quarter of Section 13, Township 26 South, Range 1 West, of the 6th Principal Meridian, Sedgwick County, Kansas described as:

Beginning at the intersection of the north right-of-way line of 53rd Street North and the west right-of-way line of Meridian Avenue; thence west along said north right-of-way line to a point 895.6 feet west of the east line of said Southeast Quarter; thence north on a line parallel to the east line of said Southeast Quarter to a point 1454 feet north of the south line of said Southeast

Quarter; thence east parallel to said south line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to beginning.

And Also:

The north half of the Northeast Quarter of Section 2, Township 27 South, Range 1 West of the 6th P.M. except the north fifty (50) feet and except the east sixty (60) feet thereof.

And Also:

The south 264 feet of the east 165 feet of the Southwest Quarter of Section 2, Township 27 South, Range 1 West of the 6th P.M., except that part taken for roads.

And Also:

A tract of land in the Southwest Quarter of Section 35, Township 26 South, Range 1 West of the 6th P.M. described as:

Beginning at the intersection of the east right-of-way line of Hoover and the north right-of-way line of 29th Street North; thence north along said east line to a point 400 feet north of the west line of said Southwest Quarter; thence east parallel with the south line of said Southwest Quarter to a point 800 feet east of the west line of said Southwest Quarter; thence south parallel with said west line to the north right-of-way line of 29th Street North; thence west along said north line to beginning.

And Also:

Tracts of land in the Northwest Quarter of Section 2, Township 27 South, Range 1 West of the 6th P.M. described as:

Beginning at a point on the east right-of-way line of Hoover Street (55th Street West) located 30 feet east and 1322.3 feet south of the NW corner of said NW 1/4; thence south along said east right-of-way line of Hoover Street (55th Street West), 777.6 feet; thence east, 215.7 feet; thence north, 531.9 feet; thence east, 286.2 feet; thence north, 245.7 feet; thence west, 501.9 feet to beginning.

And Also:

Tracts of land in the Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th Principal Meridian, Sedgwick County, Kansas described as:

Lots 1 and 2, Block 1, Rainbow Sales Addition and Lots 1 and 2, Block A, Pretty Prairie Addition.

And Also:

Tracts of land in the Northeast and Southeast Quarters of Section 15, Township 28 South, Range 1 West of the 6th P. M., Sedgwick County, Kansas described as:

Beginning at a point on the south right-of-way line of MacArthur Road, said point being 362 feet west of the east line of said Northeast Quarter; thence west along said south line to the west line of the east half of said Northeast Quarter; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to a point 1273.00 feet west of the east line of the Southeast Quarter of said Section 15; thence southeasterly with a deflection angle to the left of  $134^{\circ}00'52''$ , 237.00 feet; thence southeasterly with a deflection angle to the left of  $12^{\circ}14'30''$ , 533.00 feet; thence southeasterly with a deflection angle to the right of  $12^{\circ}58'00''$ , 315.00 feet; thence southeasterly with a deflection angle to the right of  $22^{\circ}30'00''$ , 595.00 feet; thence southeasterly with a deflection angle to the left of  $06^{\circ}01'00''$ , to the west right-of-way line of Hoover Road; thence north along said west line to the north line of said Southeast Quarter;

thence west along said north line to a point 667.87 feet west of the east line of said Southeast Quarter; thence north parallel with said east line 521.77 feet to the south line of Wheatland Addition, Sedgwick County, Kansas; thence east along said south line of said Wheatland Addition to the west right-of-way line of Hoover Road; thence north along said west line to a point 360 feet south of the north line of said Northeast Quarter; thence west parallel with said north line to a point 362 feet west of the east line of said Northeast Quarter; thence north to beginning.

And Also:

Tracts of land in the Southwest and Southeast Quarters of Section 14, Township 28 South, Range 1 West of the 6th P. M., Sedgwick County, Kansas described as:

Beginning at the intersection of the north right-of-way line of 47th Street South and the east right-of-way line of Hoover Road; thence north along said east line to the north line of said Southwest Quarter; thence east along said north line to the westerly right-of-way line of the Wichita-Valley Center Flood Control (Condemnation Case A-30410); thence southeasterly along said westerly line to the north right-of-way line of 47th Street South; thence west along said north line to beginning.

And Also:

The Southwest Quarter of Section 25, Township 26 South, Range 2 West of the 6th P.M.; EXCEPT for that part beginning at the southwest corner of said Southwest Quarter, thence north along the west line of said Southwest Quarter 530 feet, thence east parallel to the south line of said Southwest Quarter 290.4 feet, thence south parallel to the west line of said Southwest Quarter 340 feet, thence west parallel to the south line of said Southwest Quarter 61.14 feet, thence south parallel to the west line of said Southwest Quarter 190 feet to the south line of said Southwest Quarter, thence west along said south line to beginning; and EXCEPT that part beginning at a point 763 feet west of the southeast corner of said Southwest Quarter, thence west along the south line of said Southwest Quarter 420 feet; thence north parallel to the east line of said Southwest Quarter 881.57 feet; thence east parallel to the south line of said Southwest Quarter 420 feet, thence south parallel to the east line of said Southwest Quarter to point of beginning; and EXCEPT that part designated for 37th Street North right-of-way; and EXCEPT that part designated for 135th Street West right-of-way.

And Also:

A tract of land in the Northwest Quarter of Section 12, Township 27 South, Range 2 West of the 6TH P.M., described as:

Beginning at a point 65 feet south and 50.59 feet east of the northwest corner of said Northwest Quarter; thence east parallel with the north line of said Northwest Quarter 441.26 feet; thence south parallel with the west line of said Northwest Quarter 431.85 feet; thence west parallel with the north line of said Northwest Quarter 466.85 feet; thence north to a point 450 feet south and 25 feet east of the northwest corner of said Northwest Quarter; thence northeasterly to a point 400 feet south and 40 feet east of the northwest corner of said Northwest Quarter; thence northerly to beginning.

And Also:

A tract of land in the Southeast Quarter of Section 36, Township 27 South, Range 2 West of the 6TH P.M., described as:

Beginning at the intersection of the north line of said Southeast Quarter and the west right-of-way line of 119th Street West; thence south along said west line to a point 660.30 feet north of

the south line of said Southeast Quarter; thence west parallel to said south line to a point 660.30 feet west of the east line of said Southeast Quarter; thence south parallel to said east line to the north right-of-way line of Pawnee; thence west along said north line a distance of 1605.18 feet to the westerly line of Reserve "A", Turkey Creek Addition; thence northerly along said westerly line to the north line of said Southeast Quarter; thence east along said north line a distance of 1274.02 feet to beginning.

And Also:

A tract of land in the north half of Section 1, Township 28 South, Range 2 West of the 6TH P.M., described as:

Beginning at the intersection of the south right-of-way line of Pawnee and the west right-of-way line of 119th Street West; thence south along said west right-of-way line to a point 1376.85 feet south of the north line of Northeast Quarter of said Section 1; thence west to a point 2428.17 feet west and 1376.46 feet south of the northeast corner of said Northeast Quarter; thence south to a point on the south line of said Northeast Quarter, said point being 175.95 feet east of the southeast corner of said Northeast Quarter; thence west along said south line and the south line of the Northwest Quarter of said Section 1 to a point 1412.0 feet east of the southwest corner of said Northwest Quarter; thence N01°17'03"E 1559.19 feet; thence S88°51'55"W, parallel with the north line of said Northwest Quarter, 22.0 feet; thence N01°17'03"E to the south right-of-way line of Pawnee Avenue; thence east along said south right-of-way line to beginning.

And Also:

A tract of land in the Southeast Quarter of Section 7, Township 28 South, Range 1 West of the 6TH P.M., described as:

Beginning at the intersection of the north right-of-way line of K-42 Highway (Condemnation Case 95C-186) and the west right-of-way line of Maize Road; thence north along said west line to the north line of said Southeast Quarter; thence west along said north line to the northwest corner of said Southeast Quarter; thence south along the west line of said Southeast Quarter 787.40 feet; thence S89°26'28"E 910.33 feet; thence S02°05'55"E 530.19 feet; thence N89°26'28"E 603.28 feet; thence S01°01'38"E 430.27 feet to the north right-of-way line of K-42 Highway; thence northeasterly along said north line to beginning.

And Also:

A tract of land in the Northeast Quarter of Section 17, Township 28 South, Range 1 West of the 6TH P.M., described as:

Beginning at a point on the south right-of-way line of MacArthur Road, said point being 330 feet west of the east line of said Northeast Quarter; thence west along said south line 300 feet; thence south, parallel with the east line of said Northeast Quarter to a point 232 feet south of the north line of said Northeast Quarter; thence east parallel with the north line of said Northeast Quarter 300 feet; thence north, parallel with the east line of said Northeast Quarter to beginning.

And Also:

The west 400 feet of the southeast quarter of the Southeast Quarter of Section 22, Township 27 South, Range 2 West of the 6th P.M., EXCEPT that part designated for Maple Street right-of-way.

And Also:

Tracts of land in the Northwest Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., described as:

Beginning at a point of the south right-of-way line of U.S. Highway 54, said point being 1016 feet west of the east line of said Northwest Quarter; thence south parallel to the west line of said Northwest Quarter to a point 559.21 feet north of the north right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence west parallel to the north line of said Northwest Quarter 300 feet; thence north parallel to the west line of said Northwest Quarter to a point 435 feet south of the south right-of-way line of U.S. Highway 54; thence west parallel to the north line of said Northwest Quarter to the east right-of-way line of 167th Street West; thence north along said east line to the south right-of-way line of U.S. Highway 54; thence east along said south line to point of beginning.

And Also:

Tracts of land in the Northeast Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., described as:

Beginning at the intersection of the south right-of-way line of U.S. Highway 54 and the east line of said Northeast Quarter; thence south along said east line 460 feet; thence west parallel to the north line of said Northeast Quarter 467 feet; thence north parallel to said east line to the south right-of-way line of U.S. Highway 54; thence east along said south line to point of beginning.

And Also:

Tracts of land in the Northwest Quarter of Section 35, Township 27 South, Range 2 West of the 6th P.M., described as:

Beginning at a point of the south right-of-way line of U.S. Highway 54, said point being 396.96 feet east of the west line of said Northwest Quarter; thence south parallel to the west line of said Northwest Quarter 466.69 feet; thence west parallel to the north line of said Northwest Quarter to the east right-of-way line of 151st Street West; thence south along said east line 162.2 feet; thence east parallel with the north line of said Northwest Quarter 496.69 feet to a point on the west line of the United Industrial Addition; thence south along said west line to the south line of said Addition; thence east along said south line and south line extended to the east right-of-way line of United Circle; thence northerly along said east line to the south right-of-way line of U.S. Highway 54; thence west along said south line to beginning.

And Also:

A tract of land in the Southwest Quarter of Section 24, Township 28 South, Range 1 West of the 6th P.M. described as:

Lots 1, 2, 3 and 4, Deer Creek Estates Second Addition

And Also:

A tract of land in the Northeast Quarter of Section 33, Township 28 South, Range 1 East of the 6th P.M. described as:

Beginning at the intersection of the west right-of-way line of Hydraulic Avenue and the north line of the Big Ditch Cowskin Floodway; thence northwesterly along said north line to the west line of said Northeast Quarter; thence north along said west line to the south line of the north half of said Northeast Quarter; thence east along said north line to a point 660.4 feet west of the east line of said Northeast Quarter, said point being the west line of L&D Taylor Addition; thence north along said west line 660.04 feet to the north line of said Addition; thence east along said north line to the west right-of-way line of Hydraulic; thence south along said west line to beginning.

And Also:

Tracts of land in the Sections 34 and 35, Township 28 South, Range 1 East and Sections 2 and 3, Township 29 South, Range 1 East, all of the 6th P.M. described as:

Beginning at the intersection of the south right-of-way line of 63rd Street South and the east right-of-way line of Hydraulic; thence south along said east line to the north line of the Big Ditch, Cowskin Floodway; thence southeasterly and easterly along said north line to the south line of the Riverside Levee; thence northwesterly along said south line to the east line of the Southeast Quarter of Section 34, Township 28 South, Range 1 East; thence south along said east line to the north line of the south half of said Southeast Quarter; thence west along said north line to the east right-of-way line of Grove; thence north along said east line to a point 203.32 feet south of the north line of said Southeast Quarter; thence east parallel to said north line 270 feet; thence north parallel to the west line of said Southeast Quarter to a point 137 feet north of the north line of said Southeast Quarter; thence west parallel to said north line to the east right-of-way line of Grove; thence north along said east line to the south right-of-way line of 63rd Street South; thence west along said south line to beginning.

And Also:

A tract of land in the Northeast Quarter of Section 34, Township 28 South, Range 1 East of the 6th P.M., described as:

Beginning at a point 469.23 feet south of the northwest corner of said Northeast Quarter; thence continuing south along the west line of said Northeast Quarter, 333.67 feet; thence southeasterly, 620.92 feet; thence northeasterly, 144.3 feet to a point on the south line of the Riverside Levee; thence northwesterly along said south line to beginning.

And Also:

Tracts of land in Section 11, Township 28 South, Range 1 East of the 6th P.M. described as:

Beginning at the intersection of the east line of the Arkansas River and the north right-of-way line of MacArthur Road; thence north along said east line to the south right-of-way line of the Kansas Turnpike; thence easterly along said south line to the west right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence southerly along said west line to the intersection of said west line and the east line of Sutherland Lumber South Addition; thence north along said east line to the north line of said Addition; thence west along said north line to the west line of said Addition; thence southerly along said west line to the north right-of-way line of MacArthur; thence west along said north line to beginning.

And Also:

Tracts of land in Section 23, Township 27 South, Range 2 East of the 6th P.M. described as:

Beginning at the intersection of the north right-of-way line of U.S. 54 Highway and the west right-of-way line of 143rd Street East; thence west along said north line to the east right-of-way line of the K-96 Highway; thence northerly and easterly along said east line and the southeast right-of-way line of the K-96 Highway/Kansas Turnpike interchange to the west right-of-way line of 143rd Street East; thence south along said west line to beginning.

And Also:

Tracts of land in the Northeast Quarter of Section 35, Township 27 South, Range 2 East of the 6th P.M., described as:



Beginning at the intersection of the south right-of-way line of Harry and the west right-of-way line of 143rd Street East; thence west along said south line to the west line of Timber Valley Estates 3rd Addition, Sedgwick County, Kansas, thence south along said west line and said line extended to a point 177.02 feet south of the south line of said Addition; thence southwesterly, 132.02 feet; thence southeasterly, 115 feet; thence southwesterly, 15 feet; thence southeasterly, 74 feet to a curve; thence southeasterly along said curve, 233.74 feet; thence easterly to an intersection with the west right-of-way line of 143rd Street East; thence north along said west line to beginning.

And Also:

Tracts of land in the Northeast and Northwest Quarters of Section 36, Township 27 South, Range 2 East of the 6th P.M., described as:

Beginning at the intersection of the south line of the Northeast Quarter of said Section and the west right-of-way line of 159th Street East; thence west along said south line to the east line of the Northwest Quarter of said Section; thence north along said east line to the south line of the north half of said Northwest Quarter; thence west along said south line to the west line of the northeast quarter of said Northwest Quarter, said line being the west line of Arbor Lakes Estates Addition; thence north along said west line 566.56 feet to the south line of the East Evangelical Free Church Addition; thence west along said south line 395 feet to the west line of said Addition; thence north along said west line to the south right-of-way line of Harry Street; thence east along said south line to the west right-of-way line of 159th Street East; thence south along said west line to beginning.

And Also:

Tracts of land in the Northwest, Southwest and Southeast Quarters of Section 25, Township 27 South, Range 2 East of the 6th P.M., described as:

Beginning at the intersection of the east line of the Northwest Quarter of said Section and the south right-of-way line of Kellogg Drive; thence south along said east line to the north line of the Southeast Quarter of said Section; thence east along said north line to the east right-of-way line of Brookhaven; thence south along said east line to the south right-of-way line of Lincoln; thence east along said south line to the west right-of-way line of 159th Street East; thence south along said west line to the north right-of-way line of Harry Street; thence west along said north line to the east right-of-way line of 143rd Street East; thence north to the south line of the Northwest Quarter of said Section; thence east along said south line to the west line of the east half of said Northwest Quarter; thence north along said west line to the south right-of-way line of Kellogg Drive; thence east along said south line to point of beginning.

And Also:

Tracts of land in Section 24, Township 27 South, Range 2 East of the 6th P.M., described as:

Beginning at the intersection of the west right-of-way line of 159th Street East and the south right-of-way line of Central; thence south along said west line to the north right-of-way line of U.S. Highway 54; thence west along said north line to the east line of the Southwest Quarter of said Section; thence north to the north line of said Southwest Quarter; thence west to the east line of the west half of said Southwest Quarter; thence south to the north right-of-way line of U.S. Highway 54; thence west along said north line to the east right-of-way line of 143rd Street East; thence north along said east line to a point 1275.27 feet north of the south line of the Northwest Quarter of said Section, said point being the westernmost northwest corner of Lot 2, Block A, Clark Estates Addition; thence east 29.23 feet and northerly 412.65 feet along the west line of

said Lot 2 to the north line of said Addition; thence east along said north line 151.93 feet to the west line of Scottsdale at Shadybrook Farm Addition; thence northeasterly along said west line to the south right-of-way line of the Kansas Turnpike; thence northeasterly along said south line to the south right-of-way line of Central Avenue; thence east along said south line to beginning.

And Also:

Tracts of land in the Southeast Quarter of Section 13, Township 27 South, Range 2 East of the 6th P.M., described as:

Beginning at the intersection of the north right-of-way line of Central Avenue and the west line of said Southeast Quarter; thence north along the west line of said Southeast Quarter to the south right-of-way line of the Kansas Turnpike; thence northeasterly along said south line 910.18 feet to the east line of Brookhaven Estates Second Addition; thence south along said east line to the north right-of-way line of Central Avenue; thence west to beginning.

And Also:

Tracts of land in the Southeast Quarter of Section 13, Township 27 South, Range 2 East of the 6th P.M., described as:

Beginning at the intersection of the north right-of-way line of Central Avenue and the west right-of-way line of 159th Street East; thence west 1111 feet more or less to the west line of Brookhaven Estates Addition; thence northerly along said west line to the northwest corner of Lot 10, Block 1 of said Addition; thence easterly along said north line to the intersection of the south right-of-way line of Sharon Lane and the east right-of-way line of Brookhaven Drive; thence north to the north right-of-way line of Sharon Lane; thence east along said north line to the west right-of-way line of 159th Street East; thence south along said west line to beginning.

And Also:

Tracts of land in the Southwest Quarter of Section 17, Township 26 South, Range 2 East of the 6th P.M., described as:

Beginning at the southeast corner of said Southwest Quarter; thence north along the east line of said Southwest Quarter, 430.00 feet; thence west, parallel with the south line of said Southwest Quarter, 400.00 feet; thence south, parallel with the east line of said Southwest Quarter, 430.00 feet to a point on the south line of said Southwest Quarter; thence East along the south line of said Southwest Quarter, 400.00 feet to the place of beginning TOGETHER WITH that part of 53rd Street North described as: Beginning at the northeast corner of the Northwest Quarter of Section 20, Township 26 South, Range 2 East; thence west along the north line of said Northwest Quarter to a point 400 feet west of the east line of said Northwest Quarter; thence south parallel with said east line to the south right-of-way line of 53rd Street North; thence east along said south right-of-way line to the east line of said Northwest Quarter; thence north along said east line to beginning.

And Also:

A tract of land in the Northeast Quarter of Section 14, Township 28 South, Range 1 West of the 6th P.M., described as:

Beginning at the intersection of the west right-of-way line of West Street and the south line of said Northeast Quarter; thence west along said south line to the east line of the Missouri Pacific Railroad right-of-way; thence north along said east line 642.44 feet; thence east parallel to the south line of said Northeast Quarter to the west line of West Street; thence south along said west line to beginning.

And Also:

Tracts of land in the south half of the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6th P.M., described as:

Commencing at the southwest corner of said Southwest Quarter; thence on the south line of said Southwest Quarter with an assumed bearing of N89°08'50"E, a distance of 606.51 feet to the Point of Beginning; thence N0°32'58"W, parallel with the west line of said Southwest Quarter, a distance of 105 feet to the centerline of a creek, thence N30°07'02"E, on said centerline, a distance of 41 feet; thence N0°52'58"W, on said centerline, a distance of 30 feet; thence N30°27'02"E, on said centerline, a distance of 123 feet; thence N39°27'02"E, on said centerline, a distance of 79 feet; thence N59°27'02"E, on said centerline, a distance of 42.87 feet, more or less, to a point on the west line of the east 762 feet of the west 1540.5 feet of said south half; thence north along said west line with an assumed bearing of N0°32'58"W, to a point 608.70 feet north of the south line of said Southwest Quarter; thence N31°33'22"E, a distance of 103.23 feet; thence N29°18'56"E, a distance of 70.61 feet; thence N47°30'57"E, a distance of 46.10 feet; thence N21°41'53"W, a distance of 11.72 feet; thence N11°57'15"E, a distance of 165.81 feet; thence N38°46'30"W, a distance of 44.36 feet; thence N87°08'11"W, a distance of 128.77 feet to said west line of the east 762 feet of the west 1540.5 feet of the south half of said Southwest Quarter; thence north along said west line to the north line of said south half of the Southwest Quarter; thence east along said north line to the east line of the east 762 feet of the west 1540.5 feet of said south half; thence south with an assumed bearing of S0°32'58"E, along said east line to a point 105 feet north of the south line of said Southwest Quarter to the centerline of a creek; thence S89°27'02"W, on said centerline, a distance of 30 feet; thence N41°02'58"W, on said centerline, a distance of 230 feet; thence N13°27'02"E, on said centerline, a distance of 100 feet; thence S89°08'50"W, a distance of 227.82 feet; thence S0°32'58"E, a distance of 377.75 feet to a point on the south line of said east 762 feet; thence west along said south line to beginning, EXCEPT for that part designated as Harry Street.

And Also:

A tract of land in the Northwest Quarter of Section 23, Township 26 South, Range 1 East of the 6th P.M., described as:

Beginning 330.63 feet south of the Northwest corner of the Northwest Quarter of Section 23, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence continuing south along the West line of said Northwest Quarter, having an assumed bearing of S 00°06'01" E, a distance of 559.37 feet; thence N 89°53'59" E, a distance of 505.00 feet; thence N 53°52'52" E, a distance of 359.16 feet; thence N 90°00'00" E, a distance of 200.00 feet; thence S 00°08'44" E, parallel with the East line of the West Half of said Northwest Quarter, a distance of 177.39 feet; thence N 90°00'00" E, a distance of 325.85 feet more or less to a point in the East line of the West Half of said Northwest Quarter; thence N 00°08'44" W, along the east line of the West Half of said Northwest Quarter, a distance of 659.80 feet more or less to a point 195.00 feet south of the Northeast corner of the West Half of said Northwest Quarter; thence S 90°00'00" W, parallel with the North line of said Northwest Quarter, a distance of 230.00 feet; thence N 00°08'44" W, a distance of 195.00 feet to a point in the North line of said Northwest Quarter; thence S 90°00'00" W, a distance of 563.82 feet more or less to a point 527.00 feet east of the Northwest corner of said Northwest Quarter; thence S 00°06'01" E, parallel with the West line of said Northwest Quarter, a distance of 330.63 feet; thence S 90°00'00" W, a distance of 527.00 feet to the point of beginning, EXCEPT the south 100 feet of the north 430.63 feet of the west 600 feet

of said Northwest Quarter, AND EXCEPT the east 527 feet of the west 1054 feet of the north 330.63 feet of said Northwest Quarter, AND EXCEPT for roads.

And Also:

A tract of land in the Northwest Quarter of Section 12, Township 28 South, Range 1 East of the Sixth Principal Meridian, legally described as:

Commencing at the northeast corner of said Northwest Quarter, thence west 497.38 feet on an assumed bearing of North 90° West along the north line of said Northwest Quarter to a point 2,170.42 feet from the northwest corner of said Northwest Quarter; thence 30.00 feet on a bearing of South 00° West to the south right-of-way line of Hamilton Road (31st Street South) and to the point of Beginning; thence with the following distances and bearings from the preceding course; thence 490.25 feet on a bearing of South 00° 00' 00" West; thence 253.90 feet on a bearing of South 18° 46' 00" West; thence 389.40 feet on a bearing of South 50° 29' 00" West; thence 285.26 feet on a bearing of South 62° 51' 00" West; thence 26.76 feet on a bearing of South 68° 07' 15" West; thence 553.32 feet on a bearing of South 34° 39' 05" East; thence 529.18 feet on a bearing of North 73° 30' 20" East; thence 377.90 feet on a bearing of North 13° 25' 00" East; thence 176.92 feet on a bearing of North 76° 35' 45" West; thence 100.00 feet on a bearing of North 01° 19' 30" East; thence 146.51 feet on a bearing of North 07° 44' 55" West; thence 89.02 feet on a bearing of North 65° 26' 40" West to a point of intersection with a curve; thence Northerly 421.20 feet along a curve to the left having a central angle of 19° 56' 45" with a radius of 1,209.92 feet, and with a great chord of 419.08 feet having a bearing of North 12° 50' 55" East to a point of intersection with a radial line of said curve; thence 6.59 feet on a bearing of North 87° 07' 30" West along the radial line of said curve to a point of intersection with a curve; thence Northerly 294.20 feet along a curve to the left having a central angle of 11° 20' 05" with a radius of 1,489.52 feet, and with a great chord of 294.10 feet having a bearing of North 02° 47' 30" West to a point of tangency; thence 30.33 feet on a bearing of North 08° 27' 25" West along the tangent to the preceding curve to the south right-of-way line of said Hamilton Road; thence 46.25 feet on a bearing of North 90° West along said south right-of-way to the point of beginning.

And Also:

A tract of land in the Northwest Quarter of Section 3, Township 28 South, Range 2 East of the Sixth Principal Meridian, legally described as:

The Northeast Quarter (being Government Lots 1 and 2 and the South Half of said Northeast Quarter) of Section 3, Township 28 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, except for roads.

And Also:

Tracts of land in the Southwest Quarter of Section 26, the Southeast Quarter of Section 27, the Northeast Quarter of Section 34 and the Northwest Quarter of Section 35, all of Township 28 South, Range 1 East of the Sixth Principal Meridian, described as; All of Lots 4 and 5, Block B, TOGETHER with all of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Block C, TOGETHER with all of Lots 6, 7, 8, 9, 10, and 11, Block E, TOGETHER with all of Lots 1, 2, 3, 4, and 5, Block F, all in Woodvale Addition, Sedgwick County, Kansas, TOGETHER with that part of Lot 3 in said Block B, and that part of Lots 3, 16, and 17 in said Block C, and that part of Lots 7, 8, and 9 in said Block D, and that part of Holyoke Ave., Clifton Ave., and 62nd St. So. as dedicated in said Woodvale Addition lying south of the following described line: Commencing at the SW corner of the SW ¼ of Sec. 26, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas,

said SW corner also being the SW corner of said Woodvale Addition; thence northerly along the west line of said SW ¼, and along the west line of said Woodvale Addition, 742.59 feet to the intersection with the south line of Right-of-Way Agreement, (Film 215, Page 1009), and for a point of beginning; thence easterly with a deflection angle to the right of 92°47'39", 310.00 feet; thence easterly with a deflection angle to the left of 02°46'24", 1006.62 feet to a point on the east line of the SW ¼ of said SW ¼, and on the east line of said Woodvale Addition, said point being 721.69 feet north of the SE corner of the SW ¼ of said SW ¼, said SE corner also being the SE corner of said Woodvale Addition, and there ending, TOGETHER with all of Myrtle Drive as dedicated in said Woodvale Addition, TOGETHER with all of Vassar Ave. as dedicated in said Woodvale Addition, TOGETHER with that part of Government Lot 1 in the NE ¼ of Sec. 34, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas and that part of Government Lot 4 in the SE ¼ of Sec. 27, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas lying northeasterly of the following described line: Commencing at the NE corner of said Government Lot 1; thence S01°09'09"E along the east line of said Government Lot 1, 795.57 feet to the mean high bank of the Arkansas River, and for a point of beginning; thence N51°09'09"W along said mean high bank, 200.00 feet; thence N33°51'09"W along said mean high bank, 148.00 feet; thence N68°04'58"W, 305.07 feet; thence N28°53'28"W along said mean high bank, 133.00 feet; thence N41°53'28"W along said mean high bank, 193.00 feet; thence N48°53'28"W along said mean high bank, 413.00 feet; thence N50°59'28"W along said mean high bank, 393.75 feet; thence N41°22'41"W along said mean high bank, 186.35 feet; thence N32°44'07"W along said mean high bank, 222.86 feet to a point on the south right-of-way line of Right-of-Way Agreement, (Film 215, Page 1009), and there ending, and lying south of that part of said Right-of-Way Agreement, (Film 215, Page 1009), described as follows: Commencing at the SE corner of said Government Lot 4; thence northerly along the east line of said Government Lot 4, 742.59 feet for a point of beginning; thence west with a deflection angle to the left of 89°58'45" a distance of 1006.10 feet; thence south 15.00 feet along a deflection angle to the left of 90°00'00"; thence west 300.00 feet along a deflection angle to the right of 90°00'00"; thence south 25.00 feet along a deflection angle to the left of 90°00'00" to a point, which point is 1306.10 feet west and 40.00 feet south of the point of beginning; thence west 335.00 feet, more or less, along a deflection angle to the right of 90°00'00", to a point on the east established bank line of the Big Arkansas River, and there ending, TOGETHER with the west 20.00 feet of Right-of-Way Agreement, (Film 242, Page 464), lying in Government Lot 2 in the NW ¼ of Sec. 35, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, and TOGETHER with the west 20.00 feet of the south 275.93 feet of the north 335.93 feet of said Government Lot 2, EXCEPT for that part designated 63rd Street South.

SECTION 2. That the following blocks, parcels, pieces and tracts of land be and they are hereby excluded from the corporate limits of the City of Wichita, even though completely surrounded by the territory of the City of Wichita, and nothing herein shall otherwise be construed as incorporating or including such blocks, parcels, pieces and tracts of land within the City limits, such lands being described as follows:

(a) Beginning at the intersection of the north line of Kellogg Street and the Center Line of Woodlawn Boulevard; thence north along said Center Line to the Center Line of Douglas Avenue; thence west along said Center Line to the west line of Woodlawn Heights Addition;

thence north along said west line a distance of six hundred fifty-five (55) feet; thence east three hundred seventy-seven (377) feet; thence north six hundred sixty-five (655) feet more or less, to the north line of the south half of the Northeast Quarter of Section 24, Township 27 South, Range 1 East of the 6th P.M.; thence east along said north line and the south line of Cresthill Manor Addition to the east line of the west half of Section 19, Township 27 South, Range 2 East of the 6th P.M.; thence south along said east line to the south line of Block U, Eastborough 3rd Addition; thence west to the east line of Block DZ, in said Addition, extended from the south; thence south along said east line and the east line of Block EZ, in said Addition, to the north line of Kellogg Street; thence west to the point of beginning.

(b) Tracts of land in Section 28, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at a point on the west right-of-way line of Greenwich Road, said point being 270 feet north of the south line of the Northeast Quarter of said Section 28; thence south along said west line to the north line of the south half of the north half of the southeast quarter of the Southeast Quarter of said Section; thence west parallel to said south line 550 feet; thence north to the north line of the southwest quarter of the southeast quarter of the Southeast Quarter of said Section; thence west to the west line of said southwest quarter of the southeast quarter of the Southeast Quarter; thence north to the north line of the southwest quarter of the Southeast Quarter of said Section 28; thence west along said north line to the west line of the Southeast Quarter of said Section 28; thence north along said west line to the south line of the Northeast Quarter of said Section 28; thence east along said south line to a point 1948 feet west of the east line of said Northeast Quarter; thence north parallel to said east line 270 feet; thence east parallel to the south line of said Northeast Quarter to point of beginning.

(c) A tract of land in the Southwest Quarter of Section 27, Township 27 South, Range 2 East of the 6th P.M. described as:

Beginning at the intersection of the east right-of-way line of Greenwich Road and the north right-of-way line of Harry Street; thence north along said east line to the north line of the south half of said Southwest Quarter; thence east along said north line to the east line of said Southwest Quarter; thence south along said east line to the north right-of-way line of Harry Street; thence west along said north line to point of beginning.

(d) A tract of land located in the Southeast Quarter of Section 28, Township 27 South, Range 2 East of the 6th P.M. described as:

The southeast quarter of the southeast quarter of said Southeast Quarter of Section 28, EXCEPT for the east 600 feet of the south 600 feet thereof, AND EXCEPT that part designated as Harry Street, AND EXCEPT that part designated as Greenwich Road.

(e) A tract of land located in the Southwest Quarter of Section 33, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas described as:

Lot 1, Block 1 Sedgwick County East Yard Addition, Sedgwick County, Kansas.

(f) The northeast quarter of the Southeast Quarter of Section 34, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, except that part designated as 127th Street East.

(g) Beginning at the south line of Douglas and the west line of 127th Street East; thence south along said west line to the north line of U.S. Highway 54; thence west along said north line to a point 726 feet east of the west line of the Southeast Quarter of Section 22, Township 27 South, Range 2 East of the 6th P.M.; thence north parallel to said west line to a point 1320 feet north of the south line of said Southeast Quarter; thence west parallel to said south line to the west line of said Southeast Quarter; thence north to the south line of Douglas; thence east along said south line to the point of beginning.

(h) A tract of land in Sections 9, 10, 15, 16 and 21, Township 27 South, Range 2 East of the 6th P.M. described as:

Beginning at the intersection of the south right-of-way line of 13th Street North, and the east right-of-way line of Webb Road, located in the Northwest Quarter, Section 16, Township 27 South, Range 2 East of the 6th P.M.; thence east along said south line to a point 272.31 feet east of the west line of the Southeast Quarter of Section 9, Township 27 South, Range 2 East of the 6th P.M., as extended south; thence north parallel to said west line of the Southeast Quarter and said line extended to the north right-of-way line of the St. Louis and San Francisco Railroad; thence east along said north right-of-way line to the east right-of-way line of Greenwich Road; thence north along said east right-of-way line to a point 1312 feet south of the north line of the Northeast Quarter of Section 9, Township 27 South, Range 2 East of the 6th P.M.; thence east to a point 998 feet east of the west line of the Northwest Quarter of Section 10, Township 27 South, Range 2 East of the 6th P.M.; thence south 610 feet; thence east 1228.98 feet, more or less, to a point on the west right-of-way line of K-96 Highway; thence northerly along said west line to the south right-of-way line of 21st Street North; thence east along said south line to the east right-of-way line of K-96 Highway; thence southerly along said east line to the west line of the Northeast Quarter of Section 10, Township 27 South, Range 2 East of the 6th P.M.; thence south along said west line extended to the north right-of-way line of 13th Street North; thence west along said north line to the west right-of-way line of K-96 Highway; thence north along said west line to the south line of the Burlington Northern Railroad right-of-way; thence west along said south line a distance of 894.72 feet; thence south to a point 755.95 feet north and 1320 feet east of the southwest corner of the Southwest Quarter of Section 10, Township 27 South, Range 2 East of the 6th P.M., said point being located on the north line of Dillon 12th Addition to Sedgwick County, Kansas; thence west along said north line and said north line extended to the west right-of-way line of Greenwich Road; thence south along said west line to a point 585 feet north of the south line of the Southeast Quarter of Section 9, Township 27 South, Range 2 East of the 6th P.M.; thence west parallel to said south line to a point 585 feet west of the east line of said Southeast Quarter; thence south parallel to said east line and said line extended to the south right-of-way line of 13th Street North; thence west along said south line to a point 642.45 feet west of the east line of the Northeast Quarter of Section 16, Township 27 South, Range 2 East of the 6th P.M.; thence S00°32'23"E, 260.01 feet; thence N88°53'55"E, 334.80 feet; thence S01°03'27"E, 1834.80 feet; thence N88°53'55"E, 260.00 feet to the west right-of-way line of Greenwich Road; thence south along said west line to a point 613.23 feet north of the south line of the Southeast Quarter of Section 16, Township 27 South, Range 2 East of the 6th P.M.; thence west parallel to said south line to a point 485 feet west of the east line of said Southeast Quarter; thence south parallel to said east line and said line extended to the south right-of-way line of Central Avenue;

thence east along said south line to the west right-of-way line of Greenwich Road; thence south along said west line to the north line of the southeast quarter of the Southeast Quarter of Section 21, Township 27 South, Range 2 East of the 6th P.M.; thence west along said north line to the west line of the southeast quarter of said Southeast Quarter; thence south along said west line to the north right-of-way line of U.S. Highway 54; thence west along said north line to the east right-of-way line of Webb Road; thence north along said east line to the south right-of-way line of Central Avenue; thence easterly along said south line to the east right-of-way line of Elder, thence north along said east line to the center line of Chamberlin; thence west along said center line to the east lines of Lots 45, 57 and 58, Block 2, Lynch Addition to Travel Air City extended; thence north along said east lines to the north line of Lot 58, Block 2, of said Addition; thence west along said north line to the east right-of-way line of Beech Road; thence north along said east line to a point 91 feet south of the north line of the Southwest Quarter of Section 16, Township 27 South, Range 2 East of the 6th P.M.; thence west to the east line of the East Side Development Addition; thence north along said east line to the north line of said Addition; thence west along said north line to the east right-of-way line of Webb Road; thence north along said east line to beginning.

(i) The southwest quarter of the Northeast Quarter of Section 34, Township 26 South, Range 1 East of the 6th P.M., EXCEPT for the south 660 feet of the east 330 feet of said southwest quarter of the Northeast Quarter.

(j) A tracts of land in the Northeast Quarter of Section 30, Township 26 South, Range 1 East of the 6th P.M. described as:

Said Northeast Quarter; EXCEPT the east 1650 feet thereof; AND EXCEPT the north 1221 feet thereof; AND EXCEPT that part platted as South Harbor Addition.

(k) A tract of land in the Northeast and Northwest Quarters of Section 19, Township 26 South, Range 1 East of the 6th Principal Meridian described as:

Beginning at the intersection point of 51st Street North and the east line of Delaware Avenue; thence south along the east line of Delaware to the south line of the Northeast Quarter of Section 19, Township 26 South, Range 1 East; thence west along said south line of said Quarter Section and the south line of the Northwest Quarter of Section 19, Township 26 South, Range 1 East, to a point on said south line 0.23 feet west of the southeast corner of said Northwest Quarter; thence North  $63^{\circ} 30' 55''$  West a distance of 1081.94 feet to the P.C. of a curve to the left, said curve having a central angle of  $26^{\circ} 02' 39''$  with a radius of 980.74 feet; thence along said curve to the east line of the southwest quarter of said Northwest Quarter; thence north along said east line to the south line of 51st Street North; thence east to the point of beginning.

(l) A tract of land located in the Southwest Quarter of Section 34, Township 27 South, Range 1 West of the 6th P.M. described as:

Beginning at the intersection of the north right-of-way line of 29th Street North and the west line of said Southeast Quarter; thence north along said west line to the north line of the south half of said Southeast Quarter; thence east along the north line of the line of the south half of said Southeast Quarter; thence east along said north line to a point 1145 feet west of the east line of



said Southeast Quarter; thence south parallel to said east line to the north right-of-way line of 29th Street North; thence west along said north right-of-way line to beginning.

(m) A tract of land located in the North Half of Section 33, Township 26 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas described as:

Beginning at the intersection of the south right-of-way line of 37th Street North and the west line of Hoskinson 2nd Addition, Sedgwick County, Kansas; thence southerly, easterly and southeasterly along said west line to the south line of said Addition; thence east along said south line to the west right-of-way line of Ridge Road; thence south along said west line to the north line of the south half of said Section 33; thence west along said north line of the west line of the Kansas Southwestern Railroad; thence northwesterly along said west line to the south right-of-way line of 37th Street North; thence east along said south line to beginning.

(n) A tract of land located in the Northwest Quarter of Section 4, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas described as:

Beginning at the intersection of the east line of said Northwest Quarter and the south right-of-way line of 29th Street North; thence south along said east line to a point 600 feet south of the north line of said Northwest Quarter; thence west 150 feet to a point 600 feet south of said north line; thence north parallel with the east line of said Northwest Quarter a distance of 450 feet; thence west 435 feet to a point 150 feet south of the north line of said Northwest Quarter; thence north parallel with the east line of said Northwest Quarter to the south right-of-way line of 29th Street North; thence east along said south right-of-way line to beginning.

(o) Tracts of land located in the north half of Section 15, the south half of Section 3, the west half of Section 11 and Section 10, all of Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas described as:

Beginning at the intersection of the south right-of-way line of 21st Street North and the north line of the Missouri Pacific Railroad right-of-way; thence southeasterly along said north line to the west right-of-way line of Interstate Highway 235; thence southerly and southwesterly along said west line to the south right-of-way line of 13th Street, extended from the west; thence west along said south line and said line extended to the east line of County Acres Fourth "B" Addition; thence northerly along said east line and said east line extended to the north right-of-way line of 13th Street North; thence west along said north line to the east right-of-way line of Ridge Road; thence north along said east line to the north right-of-way line of 21st Street North; thence east along said north line to the north line of the Missouri Pacific Railroad; thence southeasterly to the point of beginning.

(p) A tract of land in the Northwest Quarter of Section 29, Township 27 South, Range 1 West of the 6th P.M., more fully described as follows: Beginning at a point on the south line of said Northwest Quarter, said point being one thousand six hundred sixty-five (1665) feet west of the southeast corner of said Northwest Quarter; thence northeasterly for a distance of one hundred seventy-three and thirty hundredths (173.30) feet; thence northeasterly with a deflection to the left of zero degrees four minutes (00°04') for a distance of three hundred fifty-three and eighty-one hundredths (353.81) feet; thence northeasterly with a deflection to the left of one degree

thirty-one minutes ( $01^{\circ}31'$ ) for a distance of four hundred forty-three and ninety-four hundredths (443.94) feet; thence northeasterly with a deflection to the left of thirty-six degrees twenty-seven minutes ( $36^{\circ}27'$ ) for a distance a three hundred thirty-seven and two hundredths (337.02) feet; thence northwesterly with a deflection to the left of forty-two degrees forty-one minutes ( $42^{\circ}41'$ ) for a distance of one hundred fourteen (114) feet, more or less, to the southerly line of Oatman Addition to Sedgwick County, Kansas; thence northwesterly along the east line of Oatman Addition to the northerly line of said Addition; thence northeasterly with a deflection to the right of fifty-seven degrees forty-six minutes ( $57^{\circ}46'$ ) for a distance of 290.95 feet, thence northeasterly with a deflection to the right of twenty-two degrees forty-four minutes ( $22^{\circ}44'$ ) for a distance of four hundred sixty-two and twenty-four hundredths (462.24) feet; thence with a deflection to the left of nineteen degrees forty-eight minutes ( $19^{\circ}48'$ ) for a distance of 264 feet more or less to the south line of Maple Street; thence east along said south line to the east line of said Northwest Quarter Section; thence south along said east line to the south line of said Quarter Section; thence west along said south line to the point of beginning.

(q) Tracts of land in the Southwest Quarter of Section 30, Township 27 South, Range 1 West described as:

Beginning at the northeast corner of the Southwest Quarter of Section 30, Township 27 South, Range 1 West; thence south along the east line of said Southwest Quarter to the north line of Brady Addition; thence west along said north line to the west line of said Addition; thence south along said west line to a point 338 feet north of the north right-of-way line of U.S. Highway 54 as condemned in Case No. A-38302; thence west along a line parallel with said north right-of-way line for a distance of 284 feet; thence north along a line parallel to the east line of said Southwest Quarter to a point 514.21 feet south of the north line of said Southwest Quarter; thence east parallel to said north line 482.37 feet; thence north parallel to the east line of said Southwest Quarter 260 feet; thence west parallel to the north line of said Southwest Quarter 482.37 feet; thence north parallel to the east line of said Southwest Quarter to the north line of said Quarter; thence east along said north line to the point of beginning.

(r) A tract of land in the Southeast Quarter of Section 13, Township 28 South, Range 1 West of the 6th P.M. described as:

Beginning at a point on the west right-of-way line of Meridian Avenue 731.51 feet north of the south line of said Section; thence west parallel to said south line to a point 1270.5 feet west of the east line of said Section; thence south parallel to the east line of said Section 240 feet; thence east parallel to the south line of said Section to the west right-of-way line of Meridian Avenue; thence north to beginning.

(s) Tracts of land in the Northeast Quarter of Section 24, Township 28 South, Range 1 West of the 6th P.M. and the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P.M. described as:

Beginning at the intersection of the west right-of-way line of Meridian Avenue and the south right-of-way line of 47th Street South; thence south along said west line to the south lines of said Northeast and Northwest Quarters; thence east along said south lines to the east line of the west

half of said Northwest Quarter of Section 19; thence north to the south right-of-way line of 47th Street South; thence west along said south line to point of beginning.

(t) A tract of land in the Southwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P.M. described as:

Commencing at the intersection of the east right-of-way line of Meridian Avenue and a point 80 feet south of the north line of said Southwest Quarter; thence east along a line parallel to said north line 200 feet; thence south along a line parallel to the west line of said Southwest Quarter 170 feet; thence west along a line parallel to the north line of said Southwest Quarter 200 feet to the east right-of-way line of Meridian Avenue; thence north to beginning.

(u) A tract of land in the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P.M. described as:

Beginning at the intersection of the east line of said Northwest Quarter and the south right-of-way line of Meridian Avenue; thence south along said east line 1775 feet; thence west parallel to the north line of said Northwest Quarter 40 feet; thence north parallel to the east line of said Northwest Quarter to the south right-of-way line of Meridian Avenue; thence east to beginning.

(v) A tract of land in the Northwest Quarter of Section 15, Township 27 South, Range 2 East of the 6th P.M. described as:

Beginning at the intersection of the south right-of-way line of 13th Street North and the east line of the Northwest Quarter of Section 15, Township 27 South, Range 2 East of the 6th P.M.; thence south along said east line to the westerly right-of-way line of K-96 Highway; thence northerly along said west line to the south right-of-way line of 13th Street North; thence east along said south line to beginning.

(w) A tract of land in the Southeast Quarter of Section 3, Township 27 South, Range 2 East of the 6th P.M. described as:

Beginning at a point on the west right-of-way line of 127th Street East, said point being 744.45 feet south of the north line of said Southeast Quarter; thence west parallel to said north line 228.72 feet; thence north parallel to the east line of said Southeast Quarter 208.72 feet; thence east parallel to the north line of said Southeast Quarter 228.72 feet to the west right-of-way line of 127th Street East; thence south along said west right-of-way line to beginning.

(x) A tract of land in the Southeast Quarter of Section 31, Township 26 South, Range 2 West of the 6th P.M. described as:

Beginning 802.39 feet north and 1172.96 feet west of the southeast corner of said Southeast Quarter; thence north 75 feet; thence west 85 feet; thence south 75 feet; thence east 85 feet to beginning.

SECTION 3. That if any part or portion of this Resolution shall be held or determined to be illegal, ultra vires or void, the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this Resolution in it

entirety shall be held to be ultra vires, illegal or void, then in such event, the boundaries and limits of said City shall be held to be those heretofore established by law.

ADOPTED in Wichita, Kansas, this 20th day of December, 2005.

\_\_\_\_\_  
ATTEST: Carlos Mayans, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

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Gary Rebenstorf, Director of Law

**Agenda Item No. 48**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1201

TO: Mayor and City Council

SUBJECT: VAC2005-00036 Request to vacate a portion of a platted utility easement, generally located east of Rock Road, south of Pawnee Avenue and on the north side of Oak Knoll Street.

(District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (Unanimously).

Background: The applicant is requesting the vacation of a portion of the platted 10-foot utility easement that runs parallel to the west lot lines of what was Lots 1 & 2 and a portion of the north

lot line of Lot 1, all in Block 1, all in The Plaza at Cherry Creek Hills Addition. There are no utilities, manholes or water and sewer lines in the platted easement. Sewer to the lots is provided by a sewer line located in a 20-foot easement, dedicated by separate instrument (Film 2863, Page 1950), located in the eastern portion of the lot. The easement dedicated by separate instrument was a requirement of a Lot Split (June 6, 2005) on The Plaza at Cherry Creek Hills Addition. The Plaza at Cherry Creek Hills Addition was recorded with the Register of Deeds on July 30, 1999.

Analysis: The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

### **Agenda Item No. 49**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1202

TO: Wichita Housing Authority Board Members

SUBJECT: Section 8 Housing Choice Voucher Mainstream Grant Application

INITIATED BY: Housing and Community Services Department

AGENDA: Housing Authority

Recommendation: Approve submission of an application for 20 Housing Choice Vouchers under the Fiscal Year 2005 Mainstream Housing Opportunities for Persons with Disabilities Program.

Background: On November 2, 2005, the Department of Housing and Urban Development (HUD) issued a Notice of Funding Availability (NOFA) for approximately \$10.2 million in budget authority for Section 8 Housing Choice Vouchers for persons with disabilities. This

funding will provide approximately 250 housing choice vouchers for elderly and non-elderly disabled families nationwide.

The NOFA specifies that the maximum number of vouchers for which any housing authority may apply, is 20. The Wichita Housing Authority is applying for the maximum of 20. The allocation of the available vouchers will be determined on the basis of the applicant meeting selection criteria among all housing authorities submitting acceptable applications.

Analysis: The Section 8 waiting list currently has 997 families needing rental assistance and has been closed for new applications for over 3 years. There are currently 367 elderly and non-elderly disabled families on the waiting list.

Financial Considerations: Should the Wichita Housing Authority receive the requested 20 vouchers, the value of those additional vouchers will approximate \$81,000 in Housing Assistance Payments annually. The Housing Authority will also earn annual Administrative Fees based on the number of units leased each month.

Legal Considerations: None

Recommendations/Actions: It is recommended that the Housing Authority Board approve the submission of an application for 20 Mainstream Housing Choice Vouchers under the Fiscal Year 2005 Funding for Mainstream Housing Opportunities for Persons with Disabilities.

### **Agenda Item No. 50**

City of Wichita  
City Council Meeting  
December 20, 2005

Agenda Report No. 05-1203

TO: Wichita Airport Authority

SUBJECT: Runway 14-32 Joint Reseal  
Change Order 1  
Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On June 7, 2005 the Wichita Airport Authority approved a contract for joint reseal on Taxiway 14-32.

Analysis: A final change order has been prepared to allow for adjustment of quantities and work that occurred during construction.

Financial Considerations: The change order of \$29,113.70 is within the operating budget and will be funded with Airport Revenue. Total change orders are approximately twenty-four percent of the original contract amount.

Legal Considerations: The Law Department has approved the change order.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order and authorize necessary signatures.

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